

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



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State of Nevada
Purchasing Division
Request for Proposal: 2023
For
SILVER STATE HEALTH INSURANCE EXCHANGE

Release Date: March 26, 2012

Deadline for Submission and Opening Date and Time: April 27, 2012 @ 2:00 PM

Refer to Section 10, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 12 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 2023

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	
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V2	Street Address	
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V3	City, State, ZIP	
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V4	Telephone Number	
	Area Code:	Number:
		Extension:

V5	Facsimile Number	
	Area Code:	Number:
		Extension:

V6	Toll Free Number	
	Area Code:	Number:
		Extension:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person	
	Area Code:	Number:
		Extension:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:
		Extension:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors' technical exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP*. Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment L, Cost Proposal Certification of Compliance with Terms and Conditions of RFP*. Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. OVERVIEW OF PROJECT

The Nevada State Purchasing Division, on behalf of the Silver State Health Insurance Exchange (hereinafter referred to as the Exchange), is seeking proposals from qualified Vendors to provide a Business Operations Solution (BOS) to support the information technology and business functions of the Exchange in order to begin enrolling people in health insurance coverage by October 1, 2013 (the start of initial open enrollment).

The Vendor must propose a Software as a Service (SaaS) solution that meets Nevada's requirements, develop required interfaces, provide ongoing hosting and operation of the Exchange IT solution, and provide the support services specified in this RFP. The IT Solution must be hosted at a secure location in the United States and be accessible to individuals, Brokers, Navigators, and small employers shopping for health insurance coverage, as well as carriers and Exchange / State staff.

As part of the BOS, the Vendor must also propose a Call Center that will provide assistance to individuals, employers, employees, and brokers prior to an individual's enrollment in commercial health insurance coverage offered through the Exchange. Such customer service includes responding to incoming calls and processing documents received in the mail, via facsimile, web portal, and/or email from consumers who are interested in applying for commercial health insurance coverage offered through the Exchange. The Call Center will also provide customer service to enrolled individuals, employers, and employees regarding eligibility, enrollment and billing issues related to commercial health insurance subsidies and Small Business Health Options Program (SHOP) Exchange. The Exchange has not yet decided whether it will be necessary to provide walk-in Service Centers or whether a single call center is sufficient.

The BOS will allow consumers to shop for and enroll in health insurance coverage through a number of access points, including Web, phone, mail and in person. The Vendor will be expected to offer a SaaS solution that supports the following functionalities:

- Application and Enrollment
- Plan Management
- Financial Management
- Consumer Assistance
- Communications

While the BOS will be expected to accept and verify applicant data it will not incorporate the business rules to determine eligibility for the American Health Benefits Exchange (for individuals). Eligibility determination for individuals is outside the scope of this RFP. The BOS will determine eligibility for the SHOP. The Health Care Reform (HCR) Eligibility Engine that is being acquired by the Nevada Department of Health and Human Services under a separate RFP¹ will determine eligibility for Medicaid, the Children's Health Insurance Program (known as Nevada Check Up), and subsidized commercial health insurance through the Exchange. The HCR Eligibility Engine will be implemented by October 2013.

The initial contract for this project will be for the development and implementation of the IT Solution and a Call Center by October 1, 2013 followed by three (3) years of operations, maintenance, and enhancements to be provided by the Vendor (through December 2016), with the State option to extend the initial contract for an additional three (3) years.

In March 2010, the Patient Protection and Affordable Care Act of 2010 (the PPACA) was enacted by Congress and signed into law by the President. The PPACA creates an opportunity to reform the health insurance marketplace in order to provide all Americans with quality, affordable health insurance coverage. The HCR law mandates the creation of Health Benefit Exchanges that allow consumers to access and evaluate plans from commercial insurers and to apply for health subsidy programs (e.g., Medicaid, the Children's Health Insurance Program (CHIP), and subsidized commercial health insurance) that best meet their needs through an online marketplace. Any contract, resulting from this RFP, will be contingent upon mandates and requirements of the PPACA, which mandates and requirements may be changed, discontinued, or revoked at any time.

The Exchanges are organized marketplaces to help consumers and small businesses buy health insurance in a way that permits easy comparison of available plan options based on price, benefits, and quality. By pooling people together, reducing transaction costs, and increasing price and quality transparency, Health Benefit Exchanges create efficient and competitive health insurance markets to facilitate the offer of "qualified health plans" (QHPs) for individuals and small employers via the SHOP.

Integrating eligibility determination and enrollment processes for publicly-subsidized health coverage programs and providing seamless coordination between the Exchange, Medicaid and Nevada Check Up will be critical to providing a 'one-stop shop' for health coverage for tens of thousands of Nevadans starting in 2014. The intent is to allow an individual to supply a limited amount of information to determine whether they are eligible for coverage under any of these publicly-subsidized health programs.

The successful establishment and operation of the Exchange will likely determine whether the PPACA meets its goal of extending coverage to tens of millions of Americans. Non-elderly individuals with incomes up to 133 percent² of the federal poverty level (FPL) based on the applicant's Modified Adjusted Gross Income (MAGI) will be eligible for expanded Medicaid. Through the Exchange, lower and middle-income individuals with MAGI up to 400 percent FPL may be eligible for subsidized commercial health insurance, with limits on point-of-service cost sharing and caps on out-of-pocket expenses. Small employers with lower-income workers that provide employer-sponsored insurance (ESI) purchased through the Exchange may also be eligible

¹ See <http://purchasing.state.nv.us/services/sdocs.htm>, RFP 2017, Health Care Reform Eligibility Engine.

² The PPACA provides for a 5% income disregard, which effectively increases the income eligibility for Medicaid to 138% FPL.

for premium subsidies for up to two (2) years. Systems and processes must be in place by mid-2013 to support these programs.

1.1 STRATEGIC VISION OF THE PROJECT

The vision for the Business Operations Solution (BOS) project is to provide a “no wrong door” approach to allow Nevadans to apply for State health subsidy programs (to include commercial insurance subsidies offered through the SSHIX, Medicaid and Nevada Check Up) online, in person, by mail, or by telephone. To meet this need, the BOS project encompasses the acquisition of a Software-as-a-Service (SaaS) solution and Call Center. The SaaS solution will provide back office services to support the SSHIX, service center operations, and premium billing and collections (for the SHOP). The SaaS solution will be accessible to internal and external stakeholders and will also support automated communications with insurance carriers, State, and Federal systems.

Through the BOS, consumers will be able to enter required information, receive an eligibility determination (through an interface with the HCR Eligibility Engine), compare insurance plans, select a plan, and enroll in coverage in a single session. The SSHIX, through its BOS and interfaces with associated data repositories, will allow insurance carriers, brokers, Navigators, State human services agencies, and the Nevada Division of Insurance to avoid manual transactions and re-entry of keyed data.

Nevada’s goal in implementing this strategy is to support a high-quality customer and partner experience, as well as seamless coordination between Medicaid, Nevada Check Up, and the SSHIX. A graphic representation of Nevada’s vision is presented below.

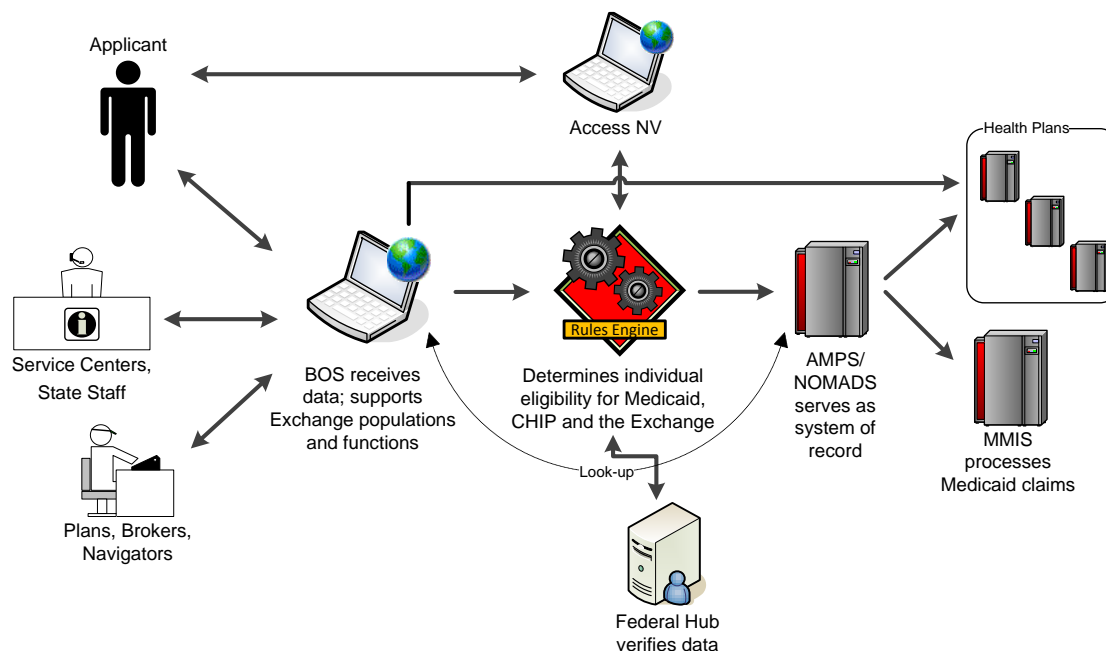


Figure 1: SSHIX Strategic Vision

1.2 GOALS AND OBJECTIVES

To make affordable health coverage accessible to Nevadans, the Exchange is seeking proposals from qualified Vendors to:

- 1.2.1 Develop and implement a SaaS solution that will support the business functions of the Individual and SHOP Exchange as required in this RFP.
- 1.2.2 Develop and implement required interfaces with State and federal systems, such as the HCR Eligibility Engine, the Nevada Operations of Multi-Automated Data System (NOMADS) that supports the State's Medicaid program, and other State databases as required.
- 1.2.3 Implement fully tested system functionality to support Exchange operations by October 1, 2013.
- 1.2.4 Establish and staff a Call Center to receive incoming calls and process documents received from consumers who are interested in applying for commercial health insurance coverage offered through the Exchange.
- 1.2.5 Provide start-up and ongoing staff training to business users at the Exchange and the State.
- 1.2.6 Maintain and operate the BOS over a period of three (3) years with the State option for an additional three (3) years.
- 1.2.7 Work collaboratively with the Exchange, the Division of Welfare and Supportive Services (DWSS), the Division of Health Care Financing and Policy (DHCFP), the Division of Insurance (DOI), other State and county agencies, insurance carriers, and the general public as required.
- 1.2.8 Work collaboratively with the Vendor that is selected to design, develop and implement the HCR Eligibility Engine to ensure that the BOS that is being acquired in this RFP supports the eligibility determination needs of the Exchange.
- 1.2.9 Work collaboratively with the Independent Verification and Validation (IV&V) Vendor.
- 1.2.10 Assume a leadership role in working collaboratively with the project Steering Committee and ensure effective communications across the participating entities.

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Definition
ACA	Affordable Care Act.
Access NV	Access Nevada.
AMPS	Application Modernization and Productivity Services.

Acronym	Definition
AOA	Annual Operational Analysis Review.
AR	Architecture Review.
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
Awarded Vendor	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
BHP	Basic Health Program.
BOE	State of Nevada Board of Examiners.
Board	Silver State Health Insurance Exchange Board.
BOS	Business Operations Solution.
BPR	Business Process Re-Engineering.
Business Rules Engine (BRE)	A system that executes one (1) or more business rules in a runtime production environment that enables company policies and other operational decisions to be defined, tested, executed and maintained separately from application code. Rules engine software provides the ability to: register, define, classify, and manage all the rules, verify consistency of rules definitions, define the relationships between different rules, and relate some of these rules to IT applications that are affected or need to enforce one (1) or more of the rules.
CBA	Cost Benefit Analysis.
CCIO	Center of Consumer Information and Insurance Oversight.
CHIP	Children's Health Insurance Program.
Client/Server	The client/server model typically defines the relationship between processes running on separate machines. The server process is a provider of services. The client is the consumer of the services. In essence, client/server provides a clean separation of function based on the idea of service.
CMS	Centers for Medicare & Medicaid Services.
Confidential Information	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS 333.020(5) (b).
Contract Approval	The date the State of Nevada Board of Examiners officially approves and

Acronym	Definition
<i>Date</i>	accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>COTS</i>	Commercial Off The Shelf.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>CSP</i>	Cross System Product.
<i>Customer</i>	Department, Division or Agency of the State of Nevada.
<i>DBA</i>	Database Administrator.
<i>DD&I</i>	Design, Development and Implementation.
<i>DED</i>	Deliverable Expectation Document.
<i>Deliverables</i>	Project work products throughout the term of the project/contract that may or may not be tied to a payment.
<i>Development Environment</i>	A computer system, toolset and methodology used to develop and/or modify and test new software applications.
<i>DHCFP</i>	Division of Health Care Financing and Policy.
<i>DHHS</i>	Department of Health and Human Services.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>DOA</i>	Department of Administration.
<i>DOI</i>	Division of Insurance.
<i>DR</i>	Disposition Review.
<i>DWWS</i>	Division of Welfare and Supportive Services.

Acronym	Definition
<i>EAP</i>	Energy Assistance Program.
<i>EDI</i>	Electronic Data Interchange is a standard format for exchanging business data. The standard is ANSI X12, developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.
<i>EGL</i>	Enterprise Generation Language.
<i>EFT</i>	Electronic Funds Transfer – an electronic transfer of funds through a national automated clearinghouse directly to a designated account.
<i>EIN</i>	Employer Identification Number.
<i>EITS</i>	Enterprise Information Technology Services Division.
<i>ELC</i>	Enterprise Life Cycle.
<i>Email</i>	Electronic mail.
<i>ESI</i>	Employer-Sponsored Insurance.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
<i>EVS</i>	Electronic Verification System.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Exchange</i>	Silver State Health Insurance Exchange.
<i>FPL</i>	The federal poverty level.
<i>FTE</i>	Full Time Equivalent.
<i>FTI</i>	Federal Tax Information.
<i>Functional Requirements</i>	A narrative and illustrative definition of business processes independent of any specific technology or architecture.
<i>GAAP</i>	Generally Accepted Accounting Principles.
<i>Goods</i>	The term “goods” as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, “supplies”, “materials”, “equipment”, and “commodities”, as those terms are used in NRS Chapter 333.

Acronym	Definition
GUI	Graphical User Interface.
HCR	Health Care Reform.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
IdM	ID Management.
IEEE	Institute of Electrical and Electronics Engineers.
ILC	Investment Lifecycle.
Interoperability	The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple vendors to communicate.
IRR	Implementation Readiness Review.
ISR	Investment Selection Review.
IT	Information Technology.
ITIL	Information Technology Infrastructure Library.
IV&V	Independent Verification and Validation is the process of checking that a product, service, or system meets specifications and that it fulfills its intended purpose.
JAD	Joint Application Development.
JAR	Joint Application Review.
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.
KPI	Key Performance Indicator.
LAN	Local Area Network.
LCB	Legislative Counsel Bureau.
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
MAGI	Modified Adjusted Gross Income.

Acronym	Definition
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Medicaid</i>	Publically subsidized health program governed by Title XIX of the Federal Social Security Act.
<i>MITA</i>	Medicaid Information Technology Architecture.
<i>MMA</i>	Medicare Modernization Act.
<i>MOF</i>	Microsoft Operations Framework.
<i>MS</i>	Microsoft.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us
<i>Nevada Check Up</i>	Nevada’s CHIP program.
<i>NIEM</i>	The National Information Exchange Model is an XML -based information exchange framework from the United States . NIEM represents a collaborative partnership of agencies and organizations across all levels of government (federal, state, tribal, and local) and with private industry. NIEM is designed to develop, disseminate, and support enterprise-wide information exchange standards and processes that will enable jurisdictions to automate information sharing.
<i>NOA</i>	Notice of Award – formal notification of the State’s decision to award a contract, pending Board of Examiners’ approval of said contract, any non-confidential information becomes available upon written request.
<i>NOMADS</i>	Nevada Operations of Multi-Automated Data System, which is the system that supports the Medicaid, Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) programs in the State.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Open Systems</i>	Computer systems that provide some combination of interoperability, portability and open software standards.

Acronym	Definition
<i>ORR</i>	Operational Readiness Review.
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>PBR</i>	Project Baseline Review.
<i>PC</i>	Personal computer.
<i>PCI</i>	Payment Card Industry.
<i>PDR</i>	Preliminary Design Review.
<i>PIR</i>	Post Implementation Review.
<i>PMBOK</i>	Project Management Institute Body of Knowledge.
<i>PMI</i>	Project Management Institute.
<i>PMP</i>	Project Management Plan.
<i>MPPM</i>	Per Member Per Month.
<i>POAM</i>	Plan of Action with Milestones.
<i>POC</i>	Proof of Concept.
<i>PPACA</i>	Patient Protection and Affordable Care Act of 2010.
<i>Production Environment</i>	A computer system, communications capability and applications software that facilitates ongoing business operations. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>PRR</i>	Production Readiness Review.
<i>PSR</i>	Project Startup Review.
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).

Acronym	Definition
<i>QHP</i>	Qualified Health Plan.
<i>RACF</i>	IBM Resource Access Control Facility.
<i>RBAC</i>	Role-Based Access Control.
<i>RDBMS</i>	Relational Database Management System.
<i>Real-Time</i>	Relative to computer systems that update information at the same rate they receive information.
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection as defined in NRS 333.020(8).
<i>RR</i>	Requirements Review.
<i>RSD</i>	Requirements Specification Document.
<i>RTM</i>	Requirements Traceability Matrix.
<i>SAAS</i>	Software As A Service.
<i>SDLC</i>	System Development Lifecycle.
<i>SFY</i>	State Fiscal Year.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>SHOP</i>	Small Business Health Options Program.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>SLA</i>	Service Level Agreement.
<i>SNAP</i>	Supplemental Nutrition Assistance Program.
<i>SOA</i>	Service Oriented Architecture.
<i>SSHIX</i>	Silver State Health Insurance Exchange.

Acronym	Definition
SSN	Social Security Number.
State	The State of Nevada and any agency identified herein.
Statement of Understanding	A non-disclosure agreement that each contractor and/or individual must sign prior to starting work on the project.
Steering Committee	The Steering Committee is made up of the Director/Administrator of the agency and State, local government and private sector representatives.
Subcontractor	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
TANF	Temporary Assistance for Needy Families.
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
UAT	User Acceptance Testing.
UML	Unified Modeling Language.
User	Department, Division, Agency or County of the State of Nevada.
Vendor	Organization/individual submitting a proposal in response to this RFP.
VRR	Validation Readiness Review.
Walkthrough	Oral presentation by the contractor of deliverables and/or work products.
WAN	Wide Area Network.
WBS	Work Breakdown Structure.
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. *Note: When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.*

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

3. BACKGROUND

3.1 PROJECT

Nevada is required to establish an Exchange to offer affordable health coverage to individuals and small businesses by January 1, 2014. Pursuant to Chapter 439 of the Nevada Acts of 2011, which established the Silver State Health Insurance Exchange, the Exchange Board is responsible for implementing the Exchange. Nevada's Exchange law created the Exchange as a State agency. The Exchange will have direct and indirect reporting and organizational relationships with a number of State agencies, including but not limited to the DHHS, DOI, and the Department of Administration (DOA).

Over time, Nevada anticipates that the Exchange will serve upwards of 500,000 individual and group customers annually (refer to *Attachment P, Estimated Capacity Requirements*).

The Silver State Health Insurance Exchange is seeking a SaaS solution that is accessible by internal and external Exchange customers and stakeholders. The solution must provide back office services to support the Exchange, Call Center operation, and premium billing and collections. The Exchange must support communications with insurance carriers, State and Federal systems.

Consumers will be able to enter required information, receive an eligibility determination (through an interface with the HCR Eligibility Engine), compare insurance plans, select a plan and enroll in coverage in a single session. The BOS will accept and provide information through interfaces with Access NV, NOMADS, insurance carriers, and other State and federal databases/systems.

Nevada has issued a separate RFP to procure a rules engine to determine eligibility for all publicly-subsidized health coverage programs. The BOS will interface with the HCR Eligibility Engine to provide determination of eligibility for all State-subsidized health

programs (Medicaid, Nevada Check Up, the Basic Health Program (BHP), if the State chooses to offer one, and subsidized and unsubsidized coverage offered through the Exchange). The HCR Eligibility Engine will interface with NOMADS, which is Nevada's integrated eligibility system for Medicaid, Nevada Check Up, TANF, SNAP and other public assistance programs, as well as the Federal Data Hub and Access Nevada. NOMADS will remain the system of record for all eligibility.

Implementation of the Exchange involves several key business functions; however, not all of those processes will be implemented within this project. The key business areas and associated processes of the Exchange, both in scope and out of scope of this project, are displayed in **Table 3-1 (Project Scope)**:

Table 3-1 Project Scope

Business Functions	Key Business Processes	
	In Scope	Out of Scope
Application & Enrollment	<ul style="list-style-type: none"> • Intake and application submission • Plan presentment and selection • Provider Directory • Cost Calculator • Enrollment / disenrollment • Change of circumstance reporting • Continuity of coverage • Appeals • Decision support tools • SHOP eligibility and enrollment functions, including COBRA continuation of coverage • Case management / document storage for individuals eligible for subsidized commercial health insurance and SHOP • Certifying exemptions with regard to the individual mandate • Employer liability determinations 	<ul style="list-style-type: none"> • Eligibility determinations (Business Rules Engine) • Case management for Medicaid and Nevada Check Up recipients
Plan Management	<ul style="list-style-type: none"> • Plan certification, recertification, and decertification support • Plan monitoring and review • Plan rating • SHOP Plan Management functions 	
Financial Management	<ul style="list-style-type: none"> • Data collection • QHP financial transactions • QHP payment transfers • Tax credit and cost sharing financial transactions • User fees • Premium processing • Payment aggregation 	<ul style="list-style-type: none"> • Risk adjustment administration • Reinsurance administration

Business Functions	Key Business Processes	
	In Scope	Out of Scope
	<ul style="list-style-type: none"> Financial reporting SHOP financial management functions 	
Consumer Assistance	<ul style="list-style-type: none"> Call Center operation for commercial insurance programs and SHOP Broker management Navigator management Consumer surveys Complaints Website content management 	<ul style="list-style-type: none"> N/A
Oversight	<ul style="list-style-type: none"> Data collection / analytics Performance / management reporting Support of fraud and abuse prevention functions 	<ul style="list-style-type: none"> N/A
Communications / Outreach	<ul style="list-style-type: none"> Reports Notifications 	<ul style="list-style-type: none"> Marketing Advertising
Other	<ul style="list-style-type: none"> Staff training (initial and ongoing business users) Technical training (initial and ongoing) 	<ul style="list-style-type: none"> Business process re-engineering Organizational change management Carrier training Work flow management application software

A graphic representation of Nevada's IT strategy is presented below.

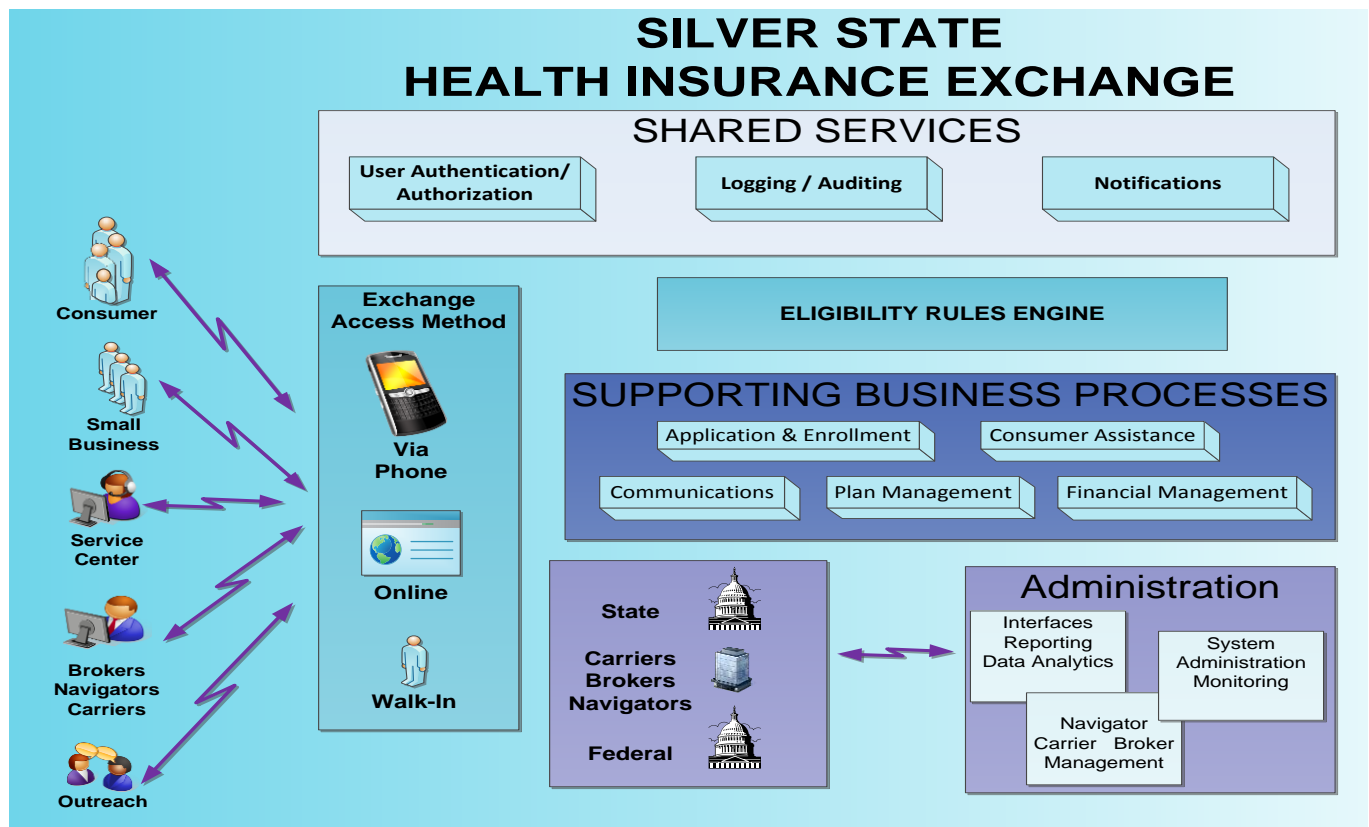


Figure 3-1 Nevada's IT Strategy for Implementing the Silver State Exchange

Nevada's goal in implementing this strategy is to support a high-quality customer and partner experience, as well as seamless coordination between Medicaid, Nevada Check Up, and the Exchange.

3.2 AGENCY

The following paragraphs describe the agency and divisions that will be involved in this project.

3.2.1 Exchange

The Silver State Health Insurance Exchange, a Nevada State agency, was established to implement and manage Nevada's Health Insurance Exchange, pursuant to PPACA. The Exchange is the contracting entity for this RFP and is responsible for creating and administering the Exchange, facilitating the purchase of QHPs, providing for the establishment of a program to help small employers in Nevada enroll employees in QHPs, and performing all other duties required of the Exchange under the PPACA. The law authorizes the Board to adopt such rules and regulations necessary to carry out the duties and powers of the Silver State Health Insurance Exchange.

3.2.2 Department of Health and Human Services (DHHS)

The designated single State agency for the Medicaid Program in Nevada is the DHHS. As the single State agency, the Director of DHHS has the authority to make commitments with the federal government on behalf of Nevada. The Director is appointed by, and reports to, the Governor. Within DHHS are the Divisions of Health Care Financing and Policy, Welfare and Supportive Services, Aging and Disability Services, Health, Child and Family Services, and Mental Health and Developmental Services.

3.2.3 Division of Welfare and Supportive Services (DWSS)

The DWSS is a Division of government within the Nevada Department of Health and Human Services. The mission of the Nevada DWSS is to provide quality, timely, and temporary services enabling Nevada families, the disabled, and the elderly to achieve their highest levels of self-sufficiency. With an annual budget of approximately \$250 million, the DWSS accounts for the third largest budget within the DHSS. The Division has approximately 1,250 employees in over 20 locations across the State. Programs that the DWSS oversee include:

3.2.3.1 Temporary Assistance to Need Families (TANF) Program;

3.2.3.2 Supplementary Nutrition Assistance Program (SNAP, formerly known as the Food Stamp Program);

3.2.3.3 Child Support Enforcement Program;

- 3.2.3.4 Child Care Assistance Program;
- 3.2.3.5 Employment and Training Programs for TANF and SNAP recipients;
- 3.2.3.6 Low-Income Home Energy Assistance Program (EAP); and
- 3.2.3.7 Eligibility for Nevada's Medicaid Program.

In December 2011, Nevada Medicaid covered approximately 303,000 individuals including pregnant women, children, the aged, blind, and/or disabled, and people who are eligible to receive federally assisted income maintenance payments.

To obtain Medicaid services, individuals can go onto the Internet and submit an application electronically through Access Nevada, which receives about 1,000 applications a month. Individuals who are not applying electronically can request an application and apply through the mail or visit a local office.

3.2.4 Division of Health Care Financing and Policy (DHCFP)

The DHCFP is a Division of government within the Nevada DHHS. The mission of the Nevada DHCFP is to:

- 3.2.4.1 Purchase and provide quality health care services to low-income Nevadans in the most efficient manner;
- 3.2.4.2 Promote equal access to health care at an affordable cost to the taxpayers of Nevada;
- 3.2.4.3 Restrain the growth of health care costs; and
- 3.2.4.4 Review Medicaid and other State health care programs to maximize potential federal revenue.

Created in 1997, the DHCFP has 272 staff with offices in Carson City, Las Vegas, Reno, and Elko. The DHCFP administers two (2) major federal health coverage programs, Medicaid and Nevada Check Up, which provide health care to eligible Nevadans. Medicaid provides access to health care to low-income families, as well as aged, blind, and disabled individuals. Nevada Check Up provides health care coverage to low-income, uninsured children who are not eligible for Medicaid. Nevada Check Up began providing services to children in October 1998. Enrollment peaked at nearly 30,000 in SFY 2008, but has since declined. At the beginning of SFY 2011, approximately 21,000 children were enrolled in Nevada Check Up. Eligibility determinations are completed by the DHCFP at the central office of Nevada Check Up in Carson City, and at DHCFP offices in Elko, Las Vegas and Reno.

3.3 CONCURRENT IMPACTS/PROJECTS

Under a separate procurement, the DHHS is seeking a Vendor to develop and implement a business rules engine (the HCR Eligibility Engine). The rules engine will store all of the eligibility rules for the State's publicly-subsidized health coverage programs in a single place and will be accessible to individuals shopping for health coverage from multiple entry points, such as the Silver State Health Insurance Exchange. Currently, Nevada operates two (2) separate and distinct eligibility systems to determine eligibility for its Medicaid Program and for Nevada Check Up. The HCR Eligibility Engine will determine an individual's eligibility for all publicly-subsidized health coverage programs by calculating income levels as a percent of the Federal Poverty Level (FPL) based on available information. The applicable publicly-subsidized health coverage programs are as follows:

- 3.3.1 Medicaid;
- 3.3.2 Nevada Check Up;
- 3.3.3 Basic Health Program (BHP), if the State chooses to offer a BHP; and
- 3.3.4 Premium subsidies and tax credits for commercial health insurance purchased through the Exchange.

While the rules to determine eligibility for health coverage programs will be centrally located in the business rules engine, NOMADS will continue to determine eligibility for the SNAP program and TANF program, as well as other public assistance programs that the system currently supports.

NOMADS will also serve as the system of record and provide case management support for Nevada Check Up, Medicaid, SNAP, TANF, and other public assistance programs. While NOMADS will also be the system of record for commercial health insurance offered through the SSHIX and SHOP, case management functions for individuals receiving commercial health insurance subsidies and coverage through the SHOP will be supported by the BOS.

The HCR Eligibility Engine will not determine eligibility for employers or groups that may wish to purchase coverage through the Exchange's SHOP. Nor will it perform other functions that will be assumed by the Exchange, such as, but not limited to, enrollment, premium aggregation, and plan management.

In addition to building the rules engine, it will be necessary for Nevada to modify some of its existing systems to support the eligibility determination requirements of the PPACA.

3.4 CURRENT COMPUTING ENVIRONMENT

This section provides a description of the current systems and computing environment at the DWSS, the DHCFP, and the Enterprise Information Technology Services (EITS) Division.

- 3.4.1 Division of Welfare and Supportive Services (DWSS)

The core systems that currently support the enrollment and eligibility determination functions of Nevada's Medicaid Program are briefly described below.

3.4.1.1 Access NV

The Access NV system is an Internet (public-facing) application that allows clients to apply for benefits online. The Access NV system provides a simple solution for the public to inquire and apply for public assistance and benefits from any location with Internet access. Through Access NV, applications are pre-screened, based on a simple set of pre-eligibility rules, for potential eligibility for SNAP, TANF, and/or Medicaid services. The Access NV technical architecture is based on a standard web-enabled technical model. The technical implementation of the application is split across the Presentation Tier, Business Logic Tier, and Database Tier.

The Presentation Tier is further split into the end user presentation-rendering component fulfilled by a desktop web browser, such as Microsoft's Internet Explorer, and the presentation-generation (web page generation) component that is fulfilled by the WebSphere Portal Server product installed on hardware located at the EITS data center.

The Business Logic Tier is constructed using the Java programming language conforming to the Java 2 Platform Enterprise Edition (J2EE) application model and executed in the run-time environment by IBM's WebSphere Application Server product. This tier is deployed across a suite of IBM AIX based Application Servers located at the EITS data center.

The Database Tier is fulfilled by the IBM DB2 database management system deployed on Database Servers located at the EITS data center. Both Access NV and AMPS (described below) use Novell iManager and iChain for ID Management (IdM) and role-based access control (RBAC).

Once the user has entered their application into the Access NV database, the AMPS system pulls the applicant's data from the Access NV database (via a database listener in the AMPS system) into the AMPS database so that it can be incorporated into the AMPS workflow and displayed in the eligibility worker's inbox (see description below).

Eligibility workers can then pick up the application from their inbox and process it through the AMPS system. A depiction of how applications are pulled from Access NV into AMPS is provided below.

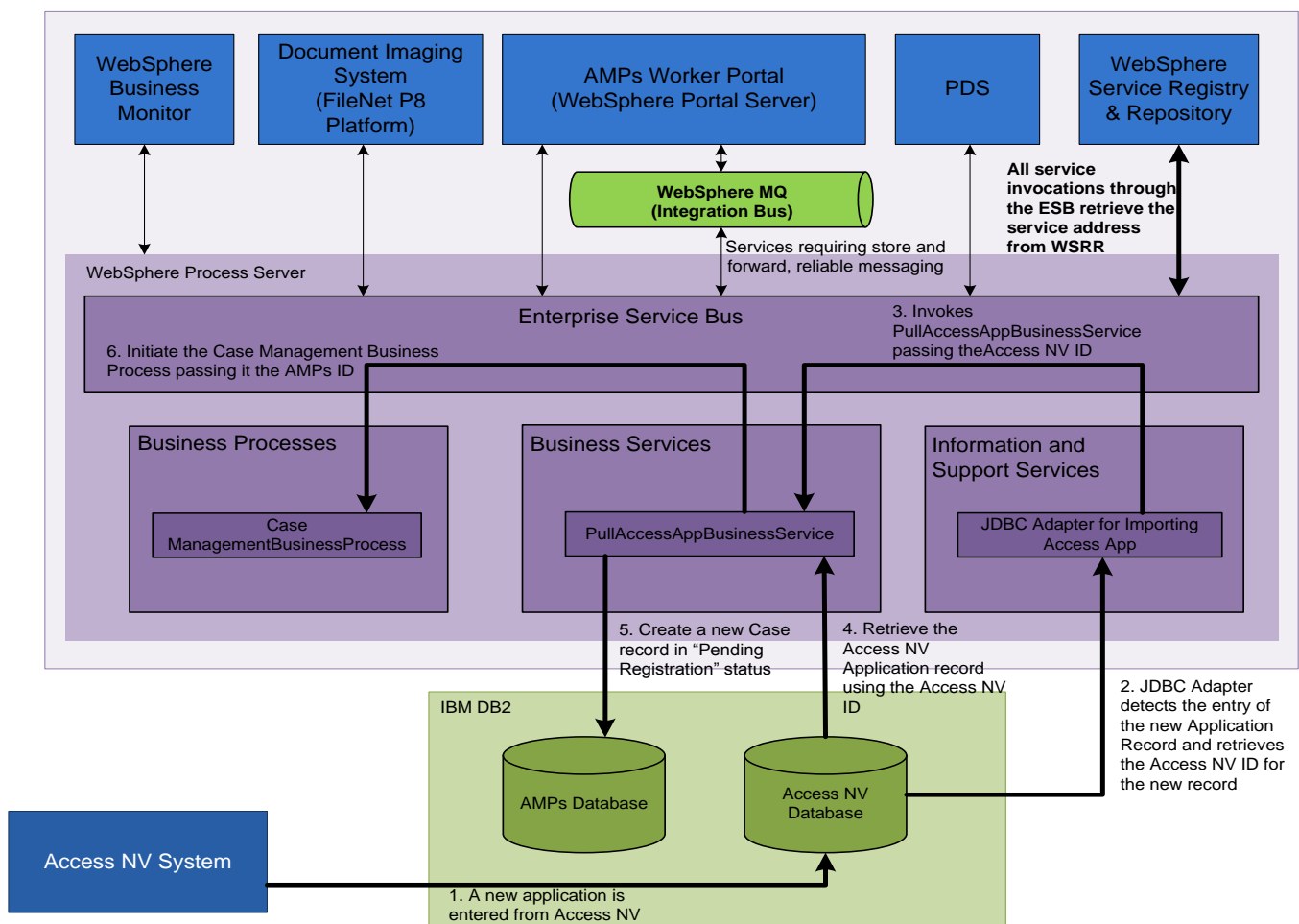


Figure 3-2 Data Communications between Access NV and AMPS

3.4.1.2 Application Modernization and Productivity Services (AMPS)

Nevada AMPS is a system designed to enhance worker productivity for processing benefit cases for SNAP, TANF, and Medicaid. The AMPS is a Java/J2EE and DB2 application employing SOA. This provides a flexible and extensible system to serve as the front-end of NOMADS. As such, AMPS submits all case and member information to NOMADS via information services that expose NOMADS functionality.

The AMPS technical architecture is very similar to the Access NV architecture. The users interact with the application through a desktop web browser. The web browser communicates with the WebSphere Portal Server running on AIX to provide business logic and services processing. AMPS uses iLog jRules for running eligibility determination rules. The data is stored in the DB2 database management system. AMPS notifies workers (via workflow tools) of applications in the queue and allows workers to review/validate application data that is temporarily stored in the AMPS database. The system interaction diagram for registering a new case, either pulled in as a new application from Access NV or

directly entered into AMPS from a paper application in NOMADS, is provided in **Figure 3-3 Registering a Case in NOMADS**. As noted in the diagram, NOMADS serves as the “system of record” for the applicant once the case is registered.

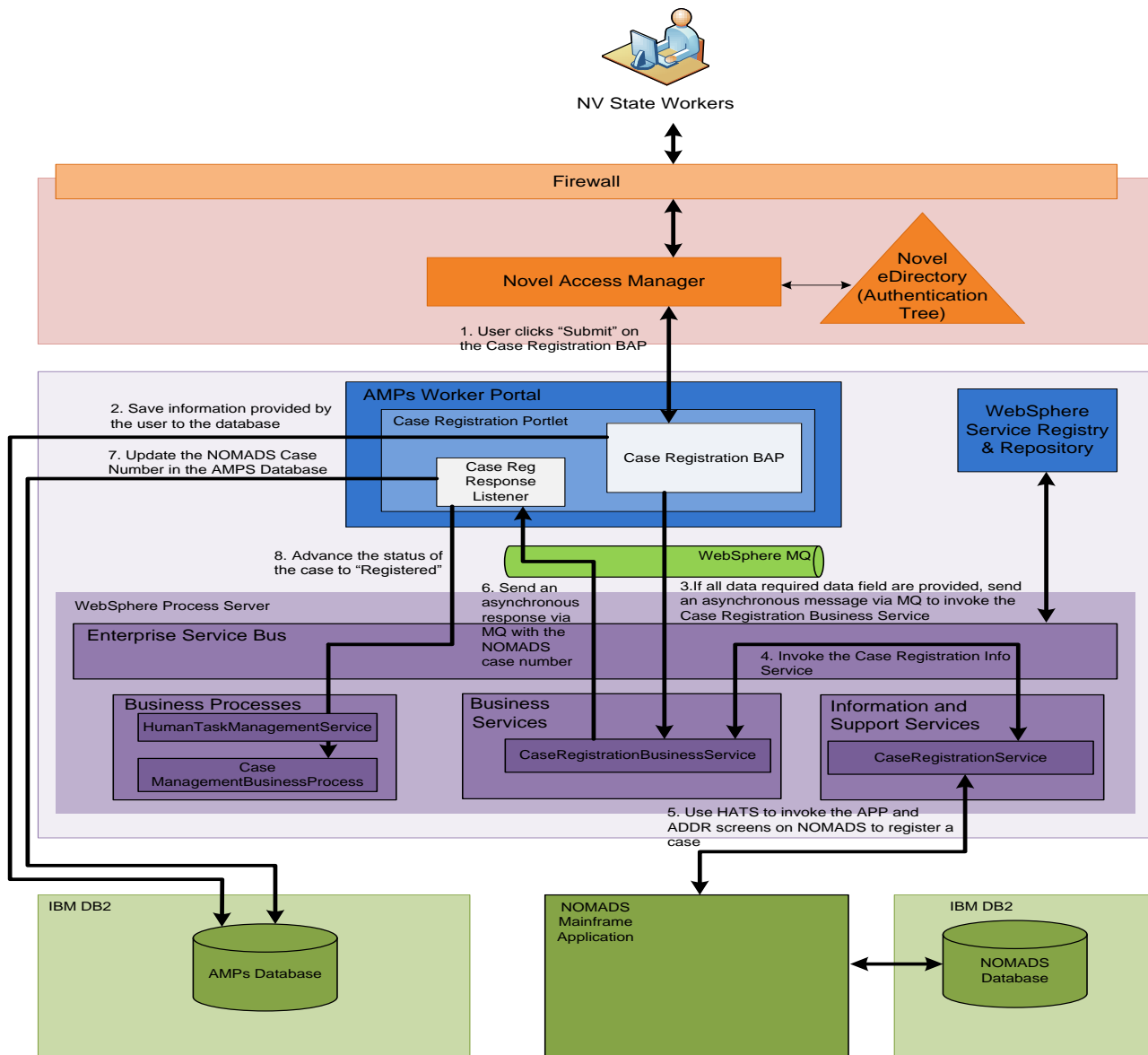


Figure 3-3 Registering a Case in NOMADS

3.4.1.3 Nevada Operations of Multi-Automated Data Systems (NOMADS)

The NOMADS application is a federally certified system used to support Child Support, SNAP, TANF, Medicaid eligibility, and Employment and Training at the DWSS. As of October 1, 2013 NOMADS will also support Nevada Check Up (with the exception of the premium payment functions). NOMADS is a monolithic mainframe application, originally written in IBM’s Cross System Product (CSP) and COBOL, and uses a DB2 database. The State is currently migrating from CSP to EGL. The database stores approximately 85 gigabytes (GB) of case and client information.

Implemented in 2001, NOMADS is used for eligibility determination, case processing, and case management, and serves as the “system of record” for all case and member-related information. The EITS hosts and maintains the NOMADS infrastructure and the DWSS maintains the NOMADS application. NOMADS uses IBM Resource Access Control Facility (RACF) for ID Management and role-based access control (RBAC).

The NOMADS mainframe/database environment is depicted in the figure below.

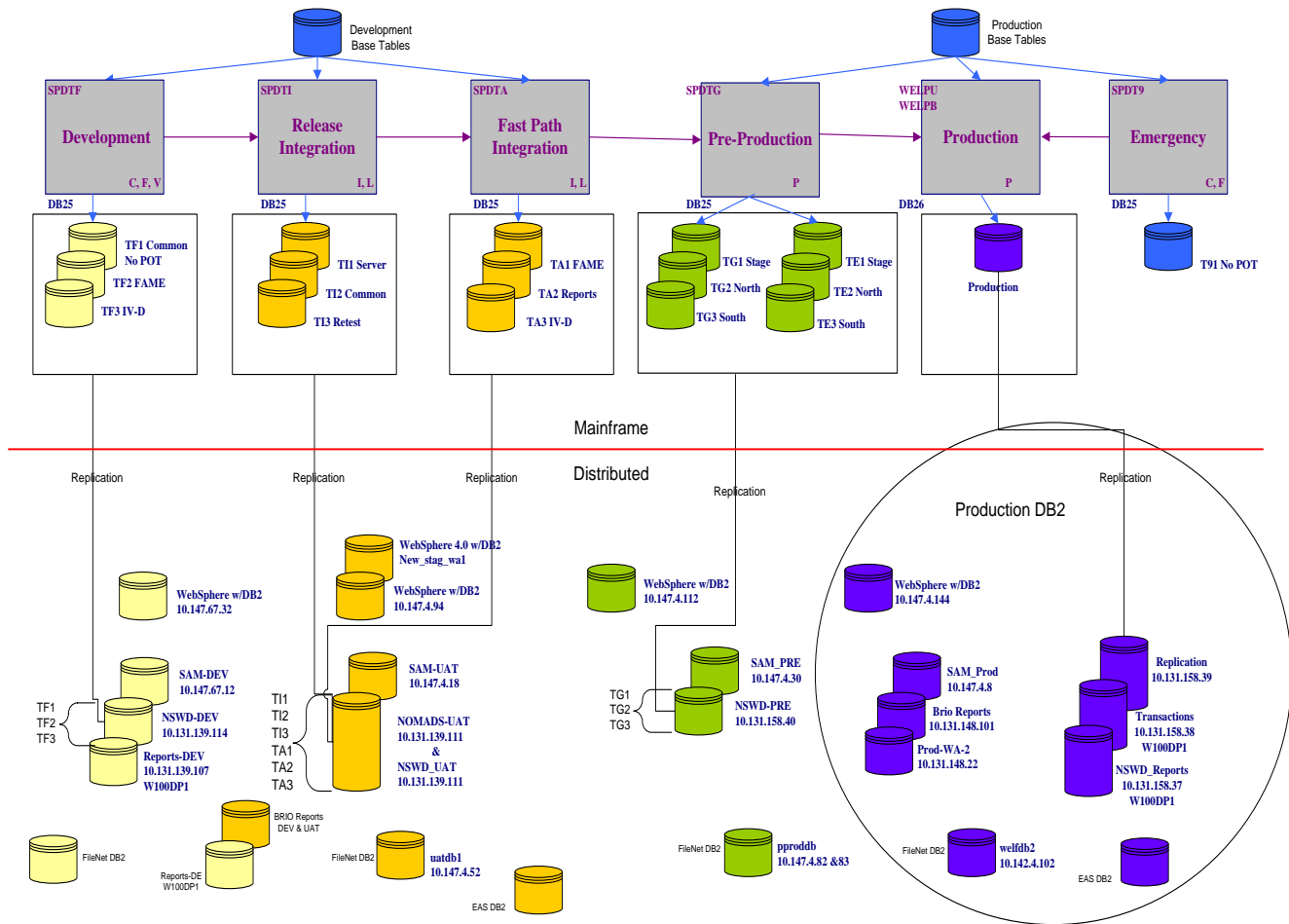


Figure 3-4 NOMADS Mainframe / Database Environm

3.4.2 DWSS Computing Environment

A description of the DWSS’ current computing environment is provided in the table below.

Table 3-2 DWSS Current Computing Environment

TECHNICAL ENVIRONMENT/TECHNOLOGIES	COMPONENTS
Database	DB2 v7 – IBM

TECHNICAL ENVIRONMENT/TECHNOLOGIES	COMPONENTS
	SQL Server – Microsoft Oracle Database Enterprise Edition – Oracle
Computing Platform	the Exchange (excluding Pharmacy POS): IBM Mainframe POS Pharmacy (FirstRx™): IBM RS/6000 Thompson / Reuters: IBM RS/6000 FirstDARS™: IBM RS/6000 First IQ™ RetroDUR: NT Server FirstRebate™: Mainframe and NT Server PASRR: NT Server TPL: IBM mainframe and NT Server FirstCRM: IBM RS/6000 EDIFY: IBM RS/6000
Network	IBM mainframe – z/OS 1.4, ESCON channels using Ethernet connection AIX and Windows data centers – LAN/WAN/Ethernet governed by Cisco equipment
Network	Network Ethernet, wireless point to point and fiber Infrastructure TCP/IP Primary Protocol Switches Cisco 6509, 6510, Cisco PIX firewall BIG-IP F5 -proxy and load balancing. Hardware Intel Class Servers IBM power 6 hardware Software Novell eDirectory 8.8 Novell Access Manager Novell Identity Manager LDAP compliant SUSE Linux Enterprise server 11.x (32-bit and 64-bit versions) Windows Server 2008 (32-bit and 64- bit versions) VMware ESXi 4.x with VCenter 3.x Arcserve Backups software Symantec Endpoint Security
Mainframe	Hardware IBM System Z9 Software Z/OS Version 1.10 CICS Transaction Server Version 4.1
IT Service / Software Management	Microsoft Project 2010 Heat Helpdesk System

TECHNICAL ENVIRONMENT/TECHNOLOGIES	COMPONENTS
Desktop 123 Laptops (2 are UTL) 2303 Desktop Computers (6 are UTL) 115 Servers	Hardware Intel Pentium Class Workstations/Laptops USB I and II Ports Standard Desktop Software Microsoft Windows XP Professional with Service Pack 3 Office 2000 through current Symantec Endpoint 11 Microsoft Internet Explorer 8.0 Open Office (Novell edition) Additional Desktop Software Cisco Systems VPN Client Adobe Acrobat IIS Applications Web Services
Printing	Hewlett Packard Printers Copiers Cannon Equipment is on the network and used as printers Fax Machines Sharp FO 4450
Database Technologies	SQL Server Version 2000 Microsoft SQL Server 2005 SQL Server Version 2008 64bit DB2UDB Version 8.1 DB2UDB Version 9.5 DB2 z/OS Version 9.1 MySQL version 5.x DB2 Workgroup Edition
Development Languages	Visual Basic 6.0 sp6 Visual Basic Script HTML Java (JavaScript, JSP, Struts) Microsoft Office and Access VBA J2EE COBOL for z/OS 4.02 SAP ECC 6/ABAP XML, XSLT Perl 5.8.0
Utilities	MQ Series Terminal Services Web Services iLog jRules IBM WebSphere Rational Application Developer 6 IBM WebSphere Rational Application Developer 7.5

TECHNICAL ENVIRONMENT/TECHNOLOGIES	COMPONENTS
	WebSphere Application Server (WAS) v6.0.2 on AIX v5.3/Windows 2003 WebSphere Application Server (WAS) v7.0 on AIX v6.1 FileNet P8 v3.5.2 FileNet 4.5 Entity Analytics Solutions v4.1 Host Access Transformation Services (HATS) 6.0
Repository	Microsoft Visual SourceSafe 6.0 Perforce Windows Server 2003 V2007.2
Reporting Tools	Business Objects Crystal Reports XIR3

3.4.3 Division of Health Care Financing and Policy (DHCFP)

3.4.3.1 Medicaid Management Information System (MMIS)

The current MMIS supports the administration of the Medicaid program, Medicaid program waivers, including managed care, and Nevada Check Up. Information exchanges between the MMIS and sister agencies include:

- A. HIPAA-compliant transactions exchanged between the Nevada MMIS and the DHCFP trading partners.
- B. Eligibility data from NOMADS.
- C. Eligibility information from the Electronic Verification System (EVS).
- D. Medicare Modernization Act (MMA) information from CMS and MMA reports to CMS.

The DHCFP manages the Fiscal Agent contract for the State's MMIS, which was first operational in 2003. First Health Services Corporation currently provides MMIS services for DHCFP through a contract scheduled to terminate in September 2012. In 2011, DHCFP awarded a contract to Hewlett Packard to take over and operate the existing Nevada MMIS, which includes the Core MMIS, peripheral systems and tools, and Medicaid program claims processing and program support services, through 2016.

All agency computers currently run Microsoft Windows XP Service Pack 3. Agency computers connect to the MMIS using Citrix Program neighborhood via a dedicated, T1 line with encryption.

There are four (4) DHCFP offices that currently connect to the MMIS. The offices are listed below:

1. Las Vegas District Office;
2. Reno District Office;
3. Elko District Office; and
4. DHCFP Administration.

The current MMIS computing environment as it relates to this project is described in the table below.

Table 3-3 The Current MMIS Computing Environment

TECHNICAL ENVIRONMENT / TECHNOLOGIES	COMPONENTS
Database	DB2 – IBM SQL Server – Microsoft Oracle Database Enterprise Edition – Oracle
Computing Platform	MMIS (excluding Pharmacy POS): IBM Mainframe POS Pharmacy (FirstRx™) Medstat FirstDARS™ First IQ™ RetroDUR: Windows FirstRebate™: Mainframe and Windows PASRR: Windows TPL: IBM Mainframe and Windows FirstCRM EDIFY McKesson: Claim Check Claim Review Clear Claim Connection Integration Wizard VMWare ESX: Numerous Red Hat VMs vCenter Enterprise Windows: Server 2008 R2 Data Center 2008 R2

TECHNICAL ENVIRONMENT / TECHNOLOGIES	COMPONENTS
Network	IBM Mainframe z/OS, ESCON channels using Ethernet connection LAN/WAN/Ethernet governed by Cisco equipment
Storage	IBM Mainframe Tivoli Storage Management EMC Symmetrix 8530 – RAID frames Storage Area Network (SAN) consisting of highly available and extendible EMC equipment, HP Smart Array Controllers, Brocade Fibre Channel HBA, QLogic Fibre Channel HBA
Application Infrastructure	MMIS DB2 with Performance Monitor, QMF for Windows features COBOL for OS/390 CICS Transaction Server TMON TNG CA-ACF2 Easytrieve Endevor Syncsort Windows, Red Hat WebSphere Corticon JAWS Team Foundation Server SharePoint 2010
Development Languages	Java COBOL Microsoft Team Foundation Server (MS Dev Languages) CICS

3.4.4 Enterprise Information Technology Services (EITS) Division's Data Center

EITS has approval authority and “first line of refusal” on State agency IT services. The EITS has two (2) main computing environments:

3.4.4.1 The IBM Mainframe Z9-Y03 (2096-Y03) supports:

- A. Welfare (NOMADS)
- B. Motor Vehicles
- C. Child and Family Services
- D. Employment Office

3.4.4.2 This mainframe hardware/software environment comprises:

- A. Operating System z/OS V1.10 (upgrading to zOS 1.12 in Fall 2011)
- B. Database: DB2 V9 for z/OS
- C. OLTP: CICS V4.1
- D. IBM Enterprise Cobol for z/OS V4
- E. Mainframe configuration: LPARs (2 production / 2 test)
- F. Storage Hardware: EMC Symmetrix DMX3 and IBM Virtualization Engine TS7720

3.4.4.3 The IBM P570 Virtualized Unix/Linux System supports:

- A. Welfare (AMPS and Access Nevada)
- B. Department of Administration
- C. Department of Transportation

The P570 environment consists of two (2) Power6 systems running at 3.5GHz with 11 active processors and 160 GB of RAM in each. They currently support over 45 LPARs, which are predominantly IBM AIX Unix based. Welfare currently owns almost half of these LPARs with a significant number centered around the AMPS application that provides input to and synchronizes with NOMADS.

3.5 PROJECT SOFTWARE

All software used for project management must be approved by the State. Current desktop tools utilized include:

- 3.5.1 MS Project
- 3.5.2 MS Visio
- 3.5.3 MS Office Suite

3.6 DEVELOPMENT SOFTWARE

- 3.6.1 All proposed software used in the design, development, testing and implementation, monitoring and maintenance of the deliverables outlined in this RFP must be approved by the State.
- 3.6.2 Should licensing be appropriate, the awarded vendor must provide three (3) licenses per application and formal training for three (3) users. Vendors are to include costs for these licenses and training in the PMPM costs in **Sections 7.1.2 and Section 7.1.3 of Attachment K, Project Costs**.

3.7 STATE RESOURCES

The following paragraphs describe the resources the State has committed to this project.

3.7.1 Steering Committee

This team of senior officials will work with, and on behalf of the project in defining overall policy, providing top level decision making, ensuring availability of key resources and effecting key interdepartmental and contractual relationships. The Steering Committee provides leadership in promoting support for the project. Additional roles of the Steering Committee may include:

- 3.7.1.1 Review of proposed plans and timetables;
- 3.7.1.2 Provide problem resolution if issues cannot be resolved at the project team level;
- 3.7.1.3 Provide departmental policy as it relates to the project;
- 3.7.1.4 Set priorities;
- 3.7.1.5 Propose alternative solutions to problems encountered;
- 3.7.1.6 Obtain Legislative and Administrative backing; and
- 3.7.1.7 Provide information and involve external parties in project progress, accomplishments and challenges.

3.7.2 Project Sponsor

The Exchange is the project sponsor. All project activities will be conducted under the authority of the Exchange.

3.7.3 Project Manager

A project manager has been appointed to coordinate the activities of all individuals and organizations involved in the project. The Exchange Project Manager will provide on-going daily direction and oversight to the Exchange project staff and the awarded vendor and report progress and problems to the Exchange Project Sponsor. The Exchange Project Manager will coordinate all organizations involved in the project and ensure resource requirements are identified and addressed. The Exchange Project Manager sets priorities when choices of alternatives are required.

3.7.4 Exchange Project Staff

- 3.7.4.1 The awarded vendor will be expected to work closely with the Exchange project staff assigned to this project.

- 3.7.4.2 Exchange project staff will be available to attend meetings, interviews and assist assigned staff in reviewing functions with the awarded vendor.
- 3.7.4.3 Exchange project staff will be assigned to the project on an as-needed basis, as determined by project and technical management to represent the various functional and technical areas.
- 3.7.4.4 The Exchange project staff will report to the Exchange Project Manager who will act as a conduit to the awarded vendor.

3.7.5 Quality Assurance Monitor

A Quality Assurance (QA) monitor may be utilized and will act as technical assistant to the Exchange. The QA monitor will report to the Exchange Project Manager. Major functions will include, but not be limited to the following:

- 3.7.5.1 Review of project tasks;
- 3.7.5.2 Validation of results;
- 3.7.5.3 Provide recommendations, as required;
- 3.7.5.4 Review of deliverables; and
- 3.7.5.5 Project plan monitoring.

4. SYSTEM REQUIREMENTS

4.1 VENDOR RESPONSE TO SYSTEM REQUIREMENTS

Vendors must explain in sufficient detail how the vendor will satisfy the Exchange project requirements described below and in ***Attachment O, Business and Technical Requirements Matrix***. If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.

4.2 COMPUTING PLATFORM

Vendors must describe how the proposed system meets the requirements specified within this RFP. Each vendor's response to the system requirements must include business and technical overviews of the approach the Vendor plans to use that meet State requirements.

4.2.1 General Requirements

- 4.2.1.1 The Exchange IT solution must be a SaaS solution hosted at a secure location, in the United States, proposed by the Vendor. The Vendor's proposed solution must include hosting services for the development, testing/verification, training, certification and production environments that will be used to develop, maintain, and operate the Exchange. The Vendor is required to host, maintain, and

operate the Exchange in production for a minimum of three (3) years. The Vendor will be responsible for providing, installing, and maintaining all hardware, software, network components, and other infrastructure elements for the Exchange.

4.2.1.2 The Vendor is responsible for providing continuity capabilities and a high-availability infrastructure maintained at a secure location in the United States.

4.2.1.3 The Vendor is expected to understand that State and federal policies are subject to change due to the nature of the health care reform environment and, therefore, may affect the requirements included in this RFP. **Section 7.2 Modifications**, describes the State's strategy to accommodate State approved modifications

4.2.2 Business Overview

Vendors must describe their understanding of the business needs and the approach to providing the required business functionality outlined in the requirements and any challenges they need to overcome to be successful. The Vendor shall include at a minimum the following:

4.2.2.1 Understanding of the business requirements and challenges.

4.2.2.2 Description of proposed solution including required interfaces including allowance for future interface needs not defined within this RFP.

4.2.2.3 Proposed process flow.

4.2.2.4 Project team structure.

4.2.2.5 Expectations of Exchange and State business staff.

4.2.2.6 Roles and responsibilities for ongoing business function support of the business functions and solution maintenance.

4.2.3 Technical Overview

4.2.3.1 Vendors must provide a technical overview of their proposed technical solution in accordance with current Institute of Electrical and Electronics Engineers (IEEE) standards, the Information Technology Infrastructure Library (ITIL) framework, and the National Information Exchange Model (NIEM).

4.2.3.2 Vendors must describe the overall architecture of their proposed solution including the degree of "openness" and adherence to industry standard hardware, software, security, and communications protocols. The description must include the internal architecture and how it facilitates system changes and new user requirements.

Vendors must describe how the proposed architecture is compatible with the State's existing infrastructure in relationship to interfaces and how components of the proposed architecture remain current and supported to avoid becoming obsolete.

4.2.3.3 Vendors must describe how the proposed solution complies with policies requiring that Websites provide specific usability features for individuals with disabilities and how the proposed solution provides multiple modalities for consumers to access a world-class experience when interacting with the Exchange.

4.2.3.4 Vendors must describe how the proposed solution complies with the CMS seven standards and conditions as described in the [CMS' Enhanced Funding Requirements: Seven Conditions and Standards](#) released in April 2011. Please see the following links for more information:

<http://www.cms.gov/Medicaid-Information-Technology-MIT/Downloads/Enhanced-Funding-Requirement-Seven-Conditions-and-Standards.pdf>

<http://www.cms.gov/Medicaid-Information-Technology-MIT/Downloads/exchangemedicaiditguidance.pdf>

4.2.3.5 Vendors must describe how their system ensures security for both Intranet and Internet access including recommended maintenance and upgrade strategies.

4.2.3.6 Each Vendor's technical overview must meet the requirements as outlined in **Section 5.5, Design, Development and Implementation** (DD&I). Vendors will include at a minimum:

- A. Architecture design specifications (as applicable in IEEE 12207) including a description of how the system will successfully interface with systems operating within the constraints of Nevada's environment.
- B. System requirement specifications.
- C. Data security.
- D. Capacity management and planning including peak workload periods during open enrollment.
- E. Website usability features.
- F. Disaster recovery.
- G. Operational recovery.

H. Service management.

I. Expectations of the Exchange and State technical staff.

J. Roles and responsibilities for ongoing technical support and maintenance.

4.3 TECHNICAL REQUIREMENTS

4.3.1 System Security

4.3.1.1 System must meet State security standards for transmission of personal information as outlined in NRS 597.970, NRS 205.4742 and NRS 603A.040.

4.3.2 Architecture

4.3.2.1 Security Architecture

Vendors must describe how their system ensures security for both Intranet and Internet access including recommended maintenance and upgrade strategies. The description must also include how the solution handles authentications / user models taking into consideration that the State will have multiple departments collaborating on user access. The Vendor's description must include how the solution handles concerns related to the hosting and handling of Federal Tax Information (FTI), Health related data (HIPAA) and Payment Card Industry (PCI) data.

The Vendor's security strategy must align with federal ACA requirements governing the collection and use of health information by Exchanges (which limit the collection of personal information, and the use of that information, to what is strictly necessary to operate the Exchange - see Sections 1411(g) (1) and 1411(g) (2) of the ACA).

4.3.3 Disaster Recovery and System Integrity Architecture

Vendors must describe how their solution ensures system integrity and recovery. The proposal should include information regarding fault tolerance capability, if any, backup schedules and approach, data, and system recovery, and off site or alternate site requirements in case of disaster and other system continuity information. Vendors must describe their disaster recovery testing process and frequency and if possible, indicate any situations where the Vendor's Disaster Recovery Plan was activated in a real-world situation and if the plan was successful. The Vendor's disaster recovery process must be able to provide the following:

- 4.3.3.1 Provide rapid recovery (under 72-hours) of Exchange functionalities;
- 4.3.3.2 Specify the progression and timing of returned functionality;
- 4.3.3.3 Provide explanation of any fees associated with disaster recovery that are included within the standard SaaS fees. These fees shall be included in ***Attachment K, Project Costs***;
- 4.3.3.4 Provide Vendor staff to assist the State with recovery efforts;
- 4.3.3.5 Describe how frequent the Vendor tests the disaster recovery plan;
- 4.3.3.6 Mitigation of deliberate destruction of backup data and/or equipment;
- 4.3.3.7 Provide description of roles and responsibilities for Vendor and Exchange and State staff;
- 4.3.3.8 Identify qualifications for initiating and ceasing the "disaster" condition;
- 4.3.3.9 Identify any third parties used for disaster recovery;
- 4.3.3.10 Describe the estimated time for restoring the servers and access to the software and services; and
- 4.3.3.11 Identify the frequency and types of communications that will be sent regarding service interruptions, scheduled or unscheduled.

4.3.4 Development, Testing and Training Environment

The State envisions using four (4) pre-production environments: development, testing/verification, training (initial and ongoing), and certification. Each environment must use industry-standard hardware, software and relational database management products. Security and network communication protocols compatible with existing LAN and WAN specifications must be used. Vendors must describe the requirements for each environment.

4.3.4.1 Software

- A. Any other software used within the system, for which the State would need to obtain licenses, must be defined by the vendor. While the State requires each vendor to include their costs for all third party software and associated licenses in ***Sections 7.1.2 and 7.1.3 of Attachment K, Project Costs***, the State, at its sole option, reserves the right to procure any or all of the software and associated licenses from another source.

- B. Vendors must indicate what software products and version levels are currently supported and required for the proposed system. Vendors must state and ensure that the proposed system and system configuration and solution do not require hardware, operating system, or other components that are no longer licensed and/or supported.

Vendors must indicate what software products and version levels are currently supported and required for the proposed system. Vendors shall indicate if any of the proposed system functionality or service is to be developed in the future and the planned release date of the functionality or service. Vendors must state and ensure that the proposed system and system configuration and solution do not require hardware, operating system, or other components that are no longer licensed and/or supported.

4.4 FUNCTIONAL REQUIREMENTS

- 4.4.1 Functional Specifications are located in *Attachment O, Business and Technical Requirements Matrix*.

4.5 SECURITY STANDARDS

- 4.5.1 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).
- 4.5.2 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements must permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.
- 4.5.3 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.
- 4.5.4 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.
- 4.5.5 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.
- 4.5.6 All system development projects must include a documented change control and approval process and must address the security implications of all changes recommended and approved to a particular service or system. The responsible agency must authorize all changes.

- 4.5.7 Application systems and information that become obsolete and no longer used must be disposed of by appropriate procedures. The application and associated information must be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.
- 4.5.8 Software development projects must comply with State Policy 4.100000, Section 5.5, Design, Development and Implementation (DD&I), and Section 7.2 Project Costs.
 - 4.5.8.1 Separate development, test and production environments must be established on State systems.
 - 4.5.8.2 Processes must be documented and implemented to control the transfer of software from a development environment to a production environment.
 - 4.5.8.3 Development of software and tools must be maintained on computer systems isolated from a production environment.
 - 4.5.8.4 Access to compilers, editors and other system utilities must be removed from production systems.
 - 4.5.8.5 Controls must be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.
 - 4.5.8.6 Security requirements and controls must be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff must be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

4.6 BUSINESS AND TECHNICAL REQUIREMENTS MATRIX

Vendors must:

- 4.6.1 Present the platform requirements for efficient operation of the BOS;
- 4.6.2 Review the Business and Technical Requirements Matrix carefully to insure that the proposed system design addresses all of the requirements;
- 4.6.3 Tie each data element/function to the vendor's project plan by task number; and
- 4.6.4 Respond to all of the requirements by properly coding and indicating how the requirement is satisfied. The proposed costs and project plan must reflect the effort needed to satisfy the requirements.

- 4.6.5 Identify, for each of the system requirements identified in the requirements matrix, whether it is:

Condition	Description
S – Standard Function	The proposed solution fully satisfies the requirement as stated. The vendor must explain how the requirement is satisfied by the system.
W – Workflow or System Configuration Required	Current functionality of the proposed solution exists in the application and can be modified by a system administrator to meet this requirement.
M – Modification Required	The proposed solution requires a modification to existing functionality to meet this requirement which requires a source code modification. The solution will be modified to satisfy the requirements as stated or in a different format. The vendor must explain the modifications and include the cost of all modifications in the one-time implementation cost in Attachment K, Project Costs .
F – Planned for Future Release	This functionality is planned for a future release. The vendor must explain how the requirement will be satisfied at that time and when the release will be available.
C – Custom Design and Development	The proposed solution requires new functionality to meet this requirement which requires a source code addition. The vendor must explain the feature and its value, and include the cost of any custom design and development in the Implementation Cost in Attachment K, Project Costs .
N – Cannot Meet Requirement	The proposed solution will not satisfy the requirement. The vendor must explain why the requirement cannot be satisfied.
O – Other Software	If the requirement is to be satisfied through the use of a separate software package(s), vendors must identify those package(s) and describe how the functionality is integrated into the base solution.

- 4.6.6 Application or Module: List the name of the application or module of the system that fulfills the requirement.
- 4.6.7 Confirm that each requirement is in the firm fixed price included within the cost proposal.

5. SCOPE OF WORK

The tasks and activities within this section are not necessarily listed in the order that they should be completed. Vendors must reflect within their proposal and preliminary project plan their

recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.

5.1 VENDOR RESPONSE TO SCOPE OF WORK

- 5.1.1 Within the proposal, vendors must provide information regarding their approach to meeting the requirements described within *Sections 5.4 through 5.5*.
- 5.1.2 If subcontractors will be used for any of the tasks, vendors must indicate what tasks and the percentage of time subcontractor(s) will spend on those tasks.
- 5.1.3 Vendor's response must be limited to no more than five (5) pages per task not including appendices, samples and/or exhibits.
- 5.1.4 All tasks performed by the awarded Vendor may be reviewed by the QA monitor as well as the Exchange Project Manager and project staff.

5.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

5.2.1 General

- 5.2.1.1 The contractor must provide one (1) master (both hard and soft copies) and five (5) additional hard copies of each written deliverable to the appropriate State Project manager as identified in the contract.
- 5.2.1.2 Once a deliverable is approved and accepted by the State, the contractor must provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.
- 5.2.1.3 The electronic copy must be provided in software currently utilized by the agency or provided by the contractor.
- 5.2.1.4 Deliverables will be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

5.2.2 Deliverable Submission

- 5.2.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable will be delivered to the State Project Manager for review and approval. The summary document must contain, at a minimum, the following:

A. Cover letter;

B. Table of Contents with a brief description of the content of each section;

C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

5.2.2.2 The summary document must contain an approval/rejection section that can be completed by the State. The summary document will be returned to the contractor within a mutually agreed upon time frame.

5.2.2.3 Deliverables must be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

5.2.2.4 At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor must provide a walkthrough of each deliverable.

5.2.2.5 Deliverables must be submitted no later than 5:00 PM, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form (*refer to Attachment G*) with the appropriate sections completed by the contractor.

5.2.3 Deliverable Review

5.2.3.1 General

A. The State's review time begins on the next working day following receipt of the deliverable.

B. The State's review time will be determined by the approved and accepted detailed project plan and the approved contract.

C. The State has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.

D. Any subsequent deliverable dependent upon the State's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved.

E. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the contractor.

- F. After review of a deliverable, the State will return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

5.2.3.2 Accepted

- A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
- B. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable (***refer to Section 8, Financial***).

5.2.3.3 Comments/Revisions Requested by the State

If the State has comments and/or revisions to a deliverable, the following will be provided to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.
- C. The State's first review and return with comments will be completed within the times specified in the contract.
- D. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- E. A meeting to resolve outstanding issues must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- F. Agreements made during meetings to resolve issues must be documented separately.
- G. Once an agreement is reached regarding changes, the contractor must incorporate them into the deliverable for resubmission to the State.
- H. All changes must be easily identifiable by the State.
- I. Resubmission of the deliverable must occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.

- J. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.
- K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.
- L. During the re-review process, the State may only comment on the original exceptions noted.
- M. All other items not originally commented on are considered to be accepted by the State.
- N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives will be returned to the contractor.
- O. The contractor must provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.
- P. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable (*refer to Section 8, Financial*).

5.2.3.4 Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following will be returned to the contractor:

- A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.
- C. The contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.
- D. A meeting to discuss the State's position regarding the rejection of the deliverable must be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.
- E. Resubmission of the deliverable must occur within a mutually agreed upon time frame.

F. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.

G. Upon resubmission of the completed deliverable, the State will follow the steps outlined in *Section 5.2.3.2, Accepted*, or *Section 5.2.3.3, Comments/Revisions Requested by the State*.

5.3 PROJECT KICK OFF MEETING

A project kick off meeting will be held with representatives from the State and the contractor after contract approval and prior to work performed. Items to be covered in the kick off meeting will include, but not be limited to:

- 5.3.1 Deliverable review process;
- 5.3.2 Determining format and protocol for project status meetings;
- 5.3.3 Determining format for project status reports;
- 5.3.4 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;
- 5.3.5 Defining lines of communication and reporting relationships;
- 5.3.6 Reviewing the project mission;
- 5.3.7 Pinpointing high-risk or problem areas; and
- 5.3.8 Issue resolution process.

5.4 PLANNING AND ADMINISTRATION

5.4.1 Objective

The objective of this task is to ensure that adequate planning and project management are dedicated to this project.

5.4.2 Activities

The awarded vendor must:

5.4.2.1 Work with the State to provide a detailed project plan with fixed deadlines that take into consideration the State holiday schedule provided in *Section 2.1, State Observed Holidays* to include, but not be limited to:

- A. Project schedule including tasks, activities, activity duration, sequencing and dependencies;

- B. Project work plan for each deliverable, including a work breakdown structure;
- C. Completion date of each task;
- D. Project milestones; and
- E. Entrance and exit criteria for specific project milestones.

5.4.2.2 Attend semi-monthly project status meetings with the Exchange project team at a location in Nevada to be determined by the Exchange. The contractor Project Manager and Lead Architect/Technical Lead must attend in person (unless waived by the Exchange Executive Director) whereas other key contractor staff may attend in person or via teleconferencing, as mutually agreed to by the project team. All meetings must be scheduled during Pacific Time business hours. These meetings shall follow an agenda mutually developed by the contractor and the Exchange. The agenda may include, but not be limited to:

- A. Review and approval of previous meeting minutes;
- B. Contractor project status;
- C. State project status;
- D. Contract status and issues, including resolutions;
- E. Risk review;
- F. Quality Assurance status;
- G. New action items;
- H. Outstanding action items, including resolutions;
- I. Setting of next meeting date; and
- J. Other business.

Minutes will be taken and distributed via e-mail by State staff within five (5) working days after the meeting. Minutes may be distributed via facsimile or email.

5.4.2.3 Attend and participate in all project related meetings requested as well as Steering Committee meetings. The contractor shall prepare materials or briefings for these meetings as requested by the State. Minutes will be taken and distributed via e-mail by State staff within

five (5) working days after the meeting. Minutes may be distributed via facsimile or email.

5.4.2.4 Provide written semi-monthly project status reports delivered to State project management by the third (3rd) working day following the end of each reporting period. The format must be approved by the State prior to issuance of the first semi-monthly project status report. The first semi-monthly report covers the reporting period from the 1st through the 15th of each month; and the second semi-monthly report covers the reporting period from the 16th through the end of the month. The status reports must include, but not be limited to the following:

- A. Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;
- B. Accomplishments during the period, including State staff/stakeholders interviewed, meetings held, JAD sessions and conclusions/decisions determined;
- C. Problems encountered and proposed/actual resolutions;
- D. What is to be accomplished during the next reporting period;
- E. Issues that need to be addressed, including contractual;
- F. Identification of risks;
- G. Quality Assurance status;
- H. Updated MS Project time line showing percentage completed, tasks assigned, completed and remaining; and
- I. Identification of schedule slippage and strategy for resolution.

5.4.2.5 The contractor must describe the project management methodology by providing a Project Management Plan (PMP) based on IEEE Standards for Project Management Plans (IEEE Std. 1058-1998 Standard for Software Project Management Plans or IEEE Std. 1490-2003, IEEE Guide – Adoption of PMI Standard – A Guide to the Project Management Body of Knowledge.) to manage the project and associated deliverables. The contractor's PMP will include at a minimum the following sections and/or deliverables:

A. Project Integration Management

Project Integration Management includes all the processes and activities needed to identify, define, combine, unify, and coordinate the various processes and project management activities. The PMP defines how the contractor will execute,

monitor, control, and close the project. Each phase of the Transition, Enhancement, Operation, and Maintenance project will need to be addressed.

B. CMS' Investment Lifecycle (ILC) Review

The project shall comply with CMS' Enterprise Life Cycle (ELC) requirements by ensuring that the deliverables and artifacts associated with each of the following CMS reviews are prepared at least two (2) weeks prior to each of these reviews. For reviews that have already occurred (such as the AR and PBR), the State may require the vendor to review the artifacts that have already been developed.

1. Governance Reviews

- a. Investment Selection Review (ISR)
- b. Project Baseline Review (PBR)
- c. Preliminary Design Review (PDR)
- d. Operational Readiness Review (ORR)

2. Project Reviews

- a. Architecture Review (AR)
- b. Project Startup Review (PSR)
- c. Requirements Review (RR)
- d. Detailed Design Review (DDR)
- e. Validation Readiness Review (VRR)
- f. Implementation Readiness Review (IRR)
- g. Production Readiness Review (PRR)
- h. Post Implementation Review (PIR)
- i. Annual Operational Analysis Review (AOA)
- j. Disposition Review (DR)

C. Change Management

Change Management is a key part of Project Integration Management. The Integrated Change Control process is performed throughout the lifecycle of the contract. The Change Management process provides the capability to identify, accept, evaluate, determine, and communicate the disposition of issues that result in changes to project scope or configured items.

The Vendor's Change Management Plan shall describe the change management process including systems and tools used for managing change. The Exchange expects the contractor to take full responsibility for change management processing. The Vendor's Change Management processes, systems, and tools shall be consistent throughout the project lifecycle and ongoing production operation (i.e. life of the contract). The Vendor's

Change Management Plan must be in alignment with *Section 13.3.8, Change Management* and *Section 13.3.9, Issue Resolution*.

The Vendor shall include license cost for software used to manage change requests, service level agreements (SLAs), key performance indicators (KPIs), issues or other tools used to manage and monitor the vendor's IT Solution including the Call Center. Costs shall be listed in *Sections 7.1.2 and 7.1.3 of Attachment K, Project Costs*.

D. Project Scope Management

Project Scope Management includes all the processes required to ensure the project requirements are met. The PMP includes the contractor's plan to define and control scope. One main area of scope control is the maintenance and approval of the Project Work Plan and Schedule Management Plan.

The Project Work Plan and Schedule includes a Work Breakdown Structure (WBS) based upon deliverables and milestones of the project. The WBS organizes and defines the total scope of the project work. Low-level WBS work packages allow the scope to be scheduled, monitored, cost estimated and controlled.

E. Project Time Management

Project Time Management includes activities related to managing the schedule of the project, such as the contractor's approach to schedule definition, approval, and control. It also includes providing information on schedule performance to the project stakeholders.

The Schedule Management Plan describes the tools used by the contractor to manage and control the Project Work Plan. As updates to the Project Work Plan are required thirty (30) days prior to the start of each project phase, the Schedule Management Plan must address how these updates will be completed and presented to the State.

F. Project Cost Management

Project Cost Management includes the processes involved in planning, executing, budgeting, and controlling costs to ensure that the project can be completed within the approved budget. The contractor will include a Cost Management Plan in the PMP, which will be their methodology to managing and controlling the overall project cost. The Cost Management Plan will also include how the contractor will approach cost

estimating and cost control for ongoing changes through the Integrated Change Management process.

G. Project Quality Management

Project Quality Management involves Quality Planning, Quality Assurance and Quality Control. The PMP will include the contractor's Quality Management Plan. The Quality Management Plan will include the contractor's methodology to Quality Management and the following components:

1. Quality Planning – how the contractor plans to work with the State to define quality standards that are relevant to the project and how to satisfy them. Quality metrics, quality checklists, and process improvement plans are all components of Quality Planning.
2. Quality Assurance – how the contractor plans to apply the quality activities to ensure the overall project will employ all processes needed to meet requirements.
3. Quality Control – how the contractor will monitor and report on specific project results to determine whether they comply with quality standards defined. Results of Quality Control are fed back to the Quality Assurance process to re-evaluate and analyze the quality standards.

H. Project Human Resources Management

Project Human Resource Management includes all the processes that are used to organize and manage the project team. The PMP will include the contractor's methodology to Human Resource Management in the Staffing Plan. The Staffing Plan will include the contractor's approach for addressing staffing requirements, project roles and responsibilities and how changes in staffing will be handled.

I. Project Communications Management

Project Communications Management involves all the processes required to ensure timely and appropriate collection and distribution of project information. The PMP will include the contractor's Communications Management Plan. The contractor will include their methodology for determining the information needs of project stakeholders, how necessary information will be made available to stakeholders in a timely manner, and how performance reporting will be distributed to ensure successful project communication to all levels of stakeholders.

The Semi-Monthly Status Reports described in Project Time Management are also a key component to Project Communications Management and the Communications Management Plan.

J. Project Risk Management

Project Risk Management includes all the processes concerned with conducting risk management planning, identification, analysis, responses and monitoring and control on a project. The objective of Risk Management is to increase the impact of positive events and decrease the impact and probability of adverse events on the project. The PMP will include the contractor's Risk Management Plan. The Risk Management Plan will include the contractor's methodology for risk planning, identification, analysis, response planning and monitoring and controlling project risks. The contractor will also include how they plan to track and report on project risks.

Project issues are risks that have come to fruition. Once a project risk has occurred, it becomes an issue. The contractor's Risk Management Plan will also address issue management including tracking, impact analysis, mitigation plans and escalation procedures.

K. Training Plan

The Training Plan describes how the contractor plans to train the business, EITS help desk, and technical Exchange and State staff on how to operate and maintain the Exchange within the boundaries of the Exchange's responsibilities.

The plan must include use of the State's train-the-trainer approach to train applicable Exchange and State staff. The contractor must develop training curriculum based and segmented toward specific security levels and role-based groups. The contractor must develop all initial and ongoing training documentation and training curriculum for technical, Exchange, and business staff.

5.4.3 Deliverables

5.4 PLANNING AND ADMINISTRATION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.4.3.1	Detailed Project Plan	5.4.2.1	15

5.4 PLANNING AND ADMINISTRATION DELIVERABLES			
5.4.3.2	Attendance at all scheduled meetings	5.4.2.2 through 5.4.2.3	N/A
5.4.3.3	Written Semi-Monthly Project Status Report	5.4.2.4	5
5.4.3.4	PMP Change Management Plan Schedule Management Plan Cost Management Plan Quality Management Plan Staffing Plan Communications Management Plan Risk Management Plan Training Plan	5.4.2.5 (A, C through K)	5
5.4.3.5	Governance Reviews Project Reviews	5.4.2.5 (B)	5

5.5 DESIGN, DEVELOPMENT AND IMPLEMENTATION (DD&I)

5.5.1 Objective

The objective of this task is to ensure that the contractor's DD&I activities result in a successful implementation of the SaaS solution. At a minimum the goal of the DD&I activities are to ensure that the contractor describes the methodology, processes, and tools for the following:

5.5.1.1 General Requirements

- A. The Exchange prefers that the Vendor use an Agile or iterative development methodology for management and execution of all development tasks. However, the Vendor may utilize another methodology, if approved by the Exchange.
- B. Analyzing potential solutions, including identifying alternatives for evaluation in addition to those suggested by the State.
- C. Developing a detailed operational concept of the interaction of the system, the user, and the environment that satisfies the operational need.
- D. Identifying the key design issues that must be resolved to support successful development of the system.
- E. Integrating the disciplines that are essential to system functional requirements definition.

- F. Developing required interfaces with the Eligibility Rules Engine, NOMADS and Access Nevada, any additional State or private interfaces, and required Federal interfaces.
- G. The contractor will work with the State to finalize a list of interfaces (to include real-time and file-sharing) needed to share and receive electronic data to support the Exchange.
- H. Ensuring that all subcontractors and third party Vendors adhere to all RFP requirements and standards as specified for the prime contractor. The prime contractor shall ensure that third party Vendors and/or subcontractors adhere to the RFP requirements and standards.

5.5.2 Activities

The contractor must perform the activities listed in this section and those listed in the ***Attachment O, Business and Technical Requirements Matrix***.

5.5.3 Software as a Service (SaaS) Solution

The contractor must provide detailed description of the management of the SaaS to include at a minimum the following:

5.5.3.1 Hosting Environment

- A. The contractor shall describe the hosting environment for the proposed solution. The description shall include a comprehensive equipment list including equipment make, model, and primary configuration that will be used to host the proposed solution.
- B. The contractor shall provide evidence of having implemented a “standard enterprise operational framework” such as ITIL, Microsoft Operations Framework (MOF), or other recognized collections of industry best practices in a comprehensive framework structure.
- C. The contractor shall discuss if their business processes and services have a known lifespan, or is the need ongoing with no foreseeable end.

5.5.3.2 System Design

- A. The contractor shall provide a flow diagram of all functions identifying all major inputs, processes, and outputs.

- B. The contractor shall provide a listing/description of all software modules/functionalities that comprise the complete SaaS solution.
- C. Describe any middleware that is used to connect software modules or if any dependencies exist between the modules.
- D. The contractor shall provide detailed screen and report layouts by function.
- E. The contractor shall provide detailed screen and report narrative descriptions by function.
- F. The contractor shall provide layouts for online, context-sensitive help screens for all web-based components.
- G. The contractor shall provide site maps for all web-based components.

5.5.3.3 Security Plan

- A. The contractor shall provide a Security Plan that includes the definition of policies and procedures required for Exchange security, a description of implementation activities, security training activities, and a description of ongoing (operations) activities to support and enforce Exchange security. The Security Plan will include oversight of Exchange information resources and infrastructure, including electronic and non-electronic processes and data, network and computing utilities and all Exchange facilities.
- B. The contractor's Security Plan must describe how the contractor plans to meet HIPAA security and confidentiality requirements. A statement declaring that the contractor complies with HIPAA is not sufficient. Contractors must describe in detail how the proposed solution complies with HIPAA. The Security Plan must also describe how the contractor adheres to the Payment Card Industry (PCI) Data Security Standard for payment card processing (electronic payments), and the federal tax information safeguarding requirements defined by the IRS in the Title 26 of the United States Code (U.S.C) section 6103.
- C. All security incidents (potential or actual) and their time of identification shall be documented within a Security Report. The contractor shall provide metrics to support the incident identification times. The contractor shall also report when the Exchange Director was notified of the incident. Within the Security Report, the contractor shall document the corrective action taken to mitigate the security incidents.

5.5.3.4 Performance and Scalability

- A. The contractor shall provide architecture diagrams or other documentation that demonstrates that host environment has the ability to scale while maintaining adequate performance, is secure, and is sufficiently fault-tolerant.
- B. The contractor shall describe how their solution meets the CMS growth projections including allowance for future interfaces not defined within the requirements of this RFP.
- C. The contractor shall describe any upper limits to the solution's performance and scalability. The description should include sufficient data to allow the State to determine the limitations, at a minimum, by user accounts and transactions, peak period processing, and what actions required to upgrade the solution to meet future needs. Currently, the State projects the following usage:
 - 1. Initial Usage: The State projects that one of the highest traffic period for the Exchange will occur during the initial open enrollment period (October 2013 through February 2014). As a result, properly sizing the system for the first day of activities has a higher criticality than scalability for growth.
 - 2. Following Two (2) Years: Exchange traffic is projected to be significant in the first two years, as people become aware of the program and penalties become more significant.
 - 3. Continuing Years: Following the first two years, growth is projected to be no more than 10% to 20% per year.
 - 4. Peak Periods: The State anticipates peak workload periods during open enrollment periods.
- D. The contractor shall provide an overview of the internal operations relative to operating and maintaining the subscription.
- E. If contractor uses the services of subcontractors or a third party Vendor, the contractor shall describe how the contractor ensures the third party stays current on appropriate evidence of having implemented a "standard enterprise operational framework".

5.5.3.5 Data Retention, Recovery Services, and Protection

- A. The contractor shall provide a Data Management Plan that describes what data will be created, what policies apply to the data, who owns and has access to the data, what data management practices will be used, what facilities and

equipment will be required, and who will be responsible for each of these activities. The plan should include all activities associated with data other than the direct use of the data. It should also include data organization, backups, archiving data for long-term preservation, data sharing or publishing, ensuring security of confidential data, and data synchronization.

The Data Management Plan shall also describe how the contractor will assist the Exchange to transfer Exchange data from the contractor's system to a new system. The Plan must describe how the contractor will work with new vendor during the transition phase.

- B. The contractor shall explain how the contractor ensures the State is able to reconstruct their data in a timely manner should the contractor cease operations.
- C. The contractor shall describe where the State's data is physically stored, and the contractor must describe how privacy and disclosure laws are adequate to protect confidential data.
- D. The contractor shall describe their policies and processes to protect the confidentiality of the data.
- E. The contractor shall describe their processes when a breach in security of the contractors system has occurred including the criteria for resolving said security breach.

5.5.3.6 Release Management

- A. The contractor shall describe their software upgrade release policy and if releases are implemented based on a specific schedule.
- B. The contractor shall describe their process for migrating to a new version including how long clients have to evaluate the new version and determine needed modifications.
- C. The contractor shall describe their policy regarding any client latitude when being converted to a new version.
- D. The contractor shall describe their new version testing policy including if parallel testing is conducted during the migration period or if all users automatically switch at a specified cutover date.

5.5.3.7 Service Management Process

During contract negotiations, the State will work with the contractor to develop detailed service level agreements.

- A. All SLAs apply to the BOS Vendor as well as the Vendor's subcontractors.
- B. The contractor shall describe their Service Management Process that includes how the contractor monitors the system for health, performance, and availability including drill-down analysis, reporting, and resolution against SLAs and KPIs. The Exchange expects the monitoring tools to have online interactive viewing as well as ad hoc reporting capability. The contractor shall also describe any software used to monitor SLAs and KPIs. In order for the Exchange to perform SLA and KPI monitoring, the contractor's should note that the State may want to purchase licenses for the described tools.
- C. The contractor shall provide automated SLA management from enterprise-wide perspective (including all subcontractors and third parties) who provide real-time SLA tracking, reports, and KPIs.
- D. Monthly SLA Reporting: The contractor is to submit an automated monthly report on all KPIs on the prior month's cumulative performance, no later than the tenth (10th) of the month, with out-of-bounds metrics visually highlighted in the report. The SLA reports shall indicate how the reports support the CMS' Plan of Action with Milestones (POAM) deliverable. The contractor may include additional information regarding SLA compliance in its report. The contractor is to make available to the Exchange upon request all reports or data used in the determination of SLA compliance and calculation of KPIs. The automated reports are to be flexible and adaptable to changes in the performance measurements and shall use a consolidated approach to gathering and reporting SLA information.

At a minimum, the SLA reports shall address:

- 1. System Availability;
- 2. System Performance;
- 3. Call Center Support;
- 4. The missed KPI;
- 5. Full description of the issue;
- 6. Cause of the problem;
- 7. Risks related to the issue;

8. The resolution, including any failed solutions implemented prior to resolution; and
 9. Proposed corrective action going forward to avoid missing the KPI in the future.
- E. State Performance Monitoring: The State will monitor the contractor's performance using a performance reporting system to be implemented by the contractor. Each SLA presented in this RFP in **Section 5, Scope of Work** and individual KPIs listed in the **Business and Technical Requirements Matrix, Attachment O**, establishes the performance levels expected by the State.
- F. Contractor Performance Monitoring: The State expects the contractor to monitor performance against the KPIs specified in this document, and is to develop operations reports to demonstrate compliance with applicable KPIs.
- G. Corrective Action: When a KPI is not met, State expects the contractor to deliver to the State a written detailed Corrective Action Report which describes: the missed KPI, a full description of the issue, the cause of the problem, risks related to the issue, the resolution, including any failed solution implemented prior to resolution, and the proposed corrective action going forward to avoid missing the KPI in the future. Upon receipt of the report, the State may request a meeting to further discuss issues. The contractor is to implement proposed corrective action only upon approval of State.
- H. Periodic Review: Prior to the initiation of production processing, the State and contractor will review all KPIs to determine if revisions are needed. Similar reviews will be held annually, upon the implementation of a change that impacts existing KPIs, or at the request of the State.
- I. Right to Retainage: The State and the contractor agree that failure by the contractor to perform in accordance with established KPIs results in a loss to the State. If the contractor fails to meet the KPIs identified in the SLAs listed in this RFP, the State may retain a percentage, as determined by the Exchange, of the billed amount and deduct the specified amounts from the fees due to the contractor for the total of Exchange services that month.
- J. Key Performance Indicators: The Exchange has identified the following KPIs to be key indicators of the contractor's operational performance. The Exchange expects the contractor to adhere to these KPIs during peak workload periods of open enrollment as well as ongoing operations. Additional SLA and

KPI information are defined in *Attachment Q, Liquidated Damages*.

Table 5-1: Key Performance Indicators

Key Performance Indicator	Service Level Expectation
BOS	
Hosting	
Up Time Guarantee Monthly Down Time* equates to 43.2 Minutes and Total Annual Down Time* equates to 8.76 Hours. * Excludes regularly scheduled maintenance downtime	99.9%
Monthly Down Time Reporting	10 th day of the month
Exchange Response Time	No response time shall exceed fifteen (15) seconds, e.g., Logon.
Resolution Time Resolution time measures the contractor's efforts to resolve customer incidents within the timelines based upon critical, high, medium, and low priorities.	Total Time to Resolution Target: Low priority - 6 Business hours* 90% Medium priority - 3 Business hours 90% High priority - 4 Clock hours** 90% Critical priority - 3 Clock hours 90% * Business hours = 8:00 a.m. – 5:00 p.m., Monday – Friday, except State holidays ** Clock hours = clock time
Initial Incident Response Initial incident response measures the vendor's efforts to respond to incidents within the SLA based upon critical, high, medium, and low priorities.	Time to Initial Response Target: Low priority – 1 Business hour 85% Medium priority – 1 Business hour 85% High priority – 1 Clock hour 90% Critical priority – 30 Clock minutes 95%
Operational Start Date The BOS must be operational no later than October 1, 2013 (open enrollment). The Exchange will determine when the BOS is operational based on the requirements in the <i>Requirements Matrix</i> .	Go Live Date
Image Availability Online images of all documents shall be made available for immediate viewing and retrieval within one (1) business day.	Go Live Date
Disaster Recovery Provide rapid recovery (under 72-hours) of all Exchange functionalities.	Go Live Date

- K. The contractor shall describe regularly scheduled downtime for system maintenance.
- L. The contractor shall describe availability uptime targets including or excluding scheduled maintenance and associated metrics/targets taking into consideration the Service Level Agreements (SLAs) as described in ***Section 6.9, Metrics Management***.
- M. The contractor shall describe their process for planned and unplanned outage notification taking into consideration the following:
1. The contractor shall notify users via the Web portal of any incident of down time as directed by the State.
 2. The contractor shall report closures and corrective actions within twenty-four hours of systems repair, including the actual cause, areas impacted, corrective actions and preventive measures.
 3. The contractor shall provide notice to the State and online users of any planned system interruption, shutdown, or lost file access at least three workdays prior to the system interference.
- N. The contractor shall describe their ability to perform routine maintenance during a specified planned weekly maintenance period. Routine maintenance shall include, but is not limited to, server upgrades/patching, software upgrades/patching and hardware maintenance.
- O. The contractor shall describe how they plan to maintain system availability, by providing the ability to roll over to an alternate/backup site during planned and unplanned maintenance.
- P. The contractor shall describe how they plan to conduct non-routine maintenance during a mutually agreeable time with two (2) weeks advance notice to the State.
- Q. The contractor shall describe how they plan to handle emergency maintenance situations that may be required to bring down the system by giving, when possible, advance notice, before the system is taken down for maintenance, to the State and applicable stakeholders.

- R. The contractor shall describe how they plan to maintain reliable business operations without interruption or delay – 24 x 7.
- S. The contractor shall describe their alternative remote backup site that is geographically separate and distinct from primary hosting facility with a ramp up period not to exceed twelve (12) hours in the event of need for activation.
- T. The contractor shall describe their recommended delivery schedule for interface data generation, report distribution, file creation, or other services delivered to the State.

5.5.3.8 Support and Problem Escalation Plan

- A. The contractor shall describe various types of support needed for the service including contractor, Exchange, and State staff roles and responsibilities.
- B. The contractor shall describe their problem escalation process, including defining problem severity levels, response time requirements, and outcomes for each level. The contractor's process shall include how the contractor will work with the Exchange's Project Manager to resolve issues noting that the Exchange Project Manager has the final authority on the issue resolution.
- C. The contractor shall describe the handling of trouble tickets and problem escalation, including timeframes, report contents, and notifications to the Exchange, State, and users.
- D. The contractor's Project Manager/Account Manager shall provide the following maintenance support:
 - 1. Provide qualified systems staff to perform maintenance in a timely manner as stated in this RFP;
 - 2. Develop and submit all required service and metric reports for State approval;
 - 3. Inform the State when a system deficiency is identified;
 - 4. Perform all activities relative to the correction of deficiencies within the timeframes stated in this RFP;
 - 5. Correct all errors and discrepancies found in the operational system at no additional charge for computer or human resources needed to maintain or correct the system;

6. Provide consultation to the State in the identification of deficiencies and maintenance and the development of Work Requests to modify the system;
 7. Submit system changes for proposed system maintenance including an impact assessment of the proposed change;
 8. Maintain an online system for tracking and reporting of maintenance and modification projects;
 9. Participate in status meetings with the appropriate Exchange and State staff to report progress and discuss maintenance status and specifications;
 10. Prepare and submit a Test Plan for approval, when required by the State for major maintenance efforts;
 11. Perform systems tests of all maintenance changes proposed prior to implementation of those changes;
 12. At the State's option, assist in the performance of User Acceptance Testing (UAT);
 13. Submit Maintenance Test Results to the State for approval when required by the State for major maintenance efforts;
 14. Implement changes (maintenance) upon State approval;
 15. Verify the successful implementation of the fix or other maintenance effort, including monitoring accuracy of processing, and correction of any problems;
 16. Update Systems Documentation, User Manuals, Operating Procedures and Provider Manuals, as required by the State, within thirty (30) business days of implementation of a fix or other maintenance or as specified by the State. Changes to reports resulting from systems changes must accompany the first production of the report;
 17. Identify changes to business processes required as a result of fixes or other maintenance; and
 18. Train Exchange, State, and provider staff on changes due to systems changes resulting from maintenance efforts.
- E. The contractor shall describe their SaaS Information Technology help desk functionality used to assist designated Exchange staff to resolve any SaaS system issues. The help desk description shall, at a minimum, include the following:

1. Help desk staffing plan including the proposed ratio of help desk staff to State staff. The contractor should include their recommendations for how the Exchange should define State roles and responsibilities for reporting problems with BOS. If applicable, the contractor shall also describe their approach to tier-1 and tier-2 help desk support.
2. The contractor shall describe their Information Technology Help Desk Service Monthly Report including the following:
 - a. Number of service requests received;
 - b. Number of trouble tickets opened;
 - c. Number of trouble tickets closed;
 - d. Average mean time to respond to trouble tickets (time between trouble ticket opened and the first contact with customer); and
 - e. Average mean time to resolve trouble tickets.

5.5.3.9 Requirements Validation Review

The contractor shall conduct a thorough review and validation of all requirements and make required updates of all requirements specified in this RFP. The contractor shall collaborate with Exchange and State staff to understand the scope, purpose, and implications of each requirement. The contractor must thoroughly review all appropriate programs and policies. At a minimum, the contractor must:

- A. Conduct Joint Application Review (JAR) sessions to confirm the contractor understands the requirements. The contractor should be aware that federal and State policy changes may affect the final requirements.
- B. Review Federal policy and/or State regulation changes, business model/process changes and approved changes to the current systems since the RFP release date, and identify corresponding requirements.
- C. Specify, for each requirement, the means of measuring that the requirement has been satisfied. This measurement will be used to generate the necessary test cases for system and UAT.

5.5.3.10 Requirements Specification Document (RSD)

The contractor must develop an RSD using a structure and format pre-approved by the State. This RSD must include system

functional, and non-functional, requirements (e.g., quality attributes, legal and regulatory requirements, standards, performance requirements, and design constraints). These detailed requirements must be traceable back to the requirements specified in the RFP and associated deliverables. At a minimum, the contractor must:

- A. Include the requirement exactly as it exists in ***Attachment O, Business and Technical Requirements Matrix*** including the reference number.
- B. Identify how and where the requirements are met in the proposed service.
- C. Include a cross-walk or map of each requirement.
- D. Identify and verify all internal and external interfaces.
- E. Identify linkages across the business model and component functions.
- F. Define the means of measuring that the requirement has been satisfied.

5.5.3.11 Requirements Traceability Matrix (RTM)

The contractor must utilize a requirements tracking tool to develop an RTM, beginning with ***Attachment O, Business and Technical Requirements Matrix*** to track all requirements specified in the RSD. The contractor must describe the RTM methodology and must include how metrics are captured and how they are tracked, and measured.

The requirements must be stored in a requirements management repository, using a requirements management tool, which permits reporting of a specific requirement, selected requirements based on type or attributes, and a complete detailed listing of all requirements. Where requirements listed in ***Attachment O, Business and Technical Requirements Matrix*** contain multiple conditions, the contractor must define an individual requirement in the RTM for each condition. This matrix and the repository will be used throughout the project to assure the all requirements are developed, tested, and approved by the State. Reports from the RTM will be submitted to the State, on a schedule to be determined by the State.

5.5.3.12 Test Management Plan

The contractor must develop a Test Management Plan for each phase of the development lifecycle including:

- A. System Test – includes test scenarios or use cases with anticipated outcome for each scenario.
- B. Stress/Load Performance Test – includes tests for production based on estimates of transaction volumes. Refer to ***Attachment P, Estimated Capacity Requirements***. Testing must also include testing against conditions that occur during open enrollment periods.
- C. User Acceptance Testing – includes a set of disciplined tests developed by the Vendor or the State, which validates/shows that all functionality of the system is operating correctly (for example, screen display is correct, edits are working correctly, correct data is being used to populate fields). The contractor's UAT strategy must include a wide range of diverse stakeholders (i.e., the SSHIX, employers, consumer advocates, employees, assisters, issuers) to ensure they are granted an opportunity to review and accept system components prior to release of the system for public use.
- D. Operations Readiness Test – includes demonstrations of system processing through all steps, load testing and results, staff readiness testing, and communications testing.
- E. Regression Test – software testing that seeks to uncover software regressions where previously working software functionality stops working as intended. Typically, regressions occur as an unintended consequence of program changes. Regression should occur throughout all phases of the project in conjunction with other types of testing.

The Test Management Plan must describe the processes and tools proposed for successful testing, including tasks detailed in ***4.3.3 Development, Testing and Training Environment of this RFP***. The plan shall be developed in accordance with IEEE 1012 / 829 and minimally, the plan must include:

- F. A description of the four (4) testing environments (development, testing/verification, training, certification), methods, workflow, and training required.
- G. An organization plan showing contractor personnel responsible for testing and number of types of people normally involved including the Exchange, State staff, subcontractor, carriers, Brokers, and Navigators.
- H. A contingency plan for mitigating risk.
- I. Procedures and the State-approved tracking tool for tracking and correcting deficiencies/defects discovered during testing

including types of statistics compiled on the type, severity, and location of errors, and how errors are tracked to closure.

- J. Procedures for notifying the State of problems discovered in testing, testing progress, adherence to the test schedule, etc.
- K. Procedures and the State-approved tracking tool for tracking status of test scenarios and individual test cases.
- L. Process for updating the RTM based on test results.
- M. Process for updating the RSD based on test results.
- N. General description of the steps in the testing process.
- O. Software tools used during testing.
- P. Template of progress report.
- Q. A plan for organizing test results for State review.
- R. A plan for system performance measuring and tuning.
- S. UAT conducted for design, code, and test cases.
- T. Types of procedures and checklists utilized.
- U. System test results submitted to the State for review.

5.5.3.13 Configuration Management Plan

The contractor shall provide a Configuration Management Plan in accordance with IEEE 828 that supports the entire SDLC, with an emphasis on interfaces and sub-contractor management that includes identification, controlled storage, change control, and status reporting of configurable items (i.e., selected intermediate work products, product components, and products). The contractor's plan shall, at a minimum, describe the methodology, processes, and tools utilized for the following:

- A. Control of changes to requirements and design.
- B. Control of interface changes.
- C. Traceability of requirements and design.
- D. Tools to help control versions.
- E. Parameters established for regression testing.

- F. Baselines established for tools, change log, and modules.
- G. Documentation of the change request process including check in/out, review, and regular testing.
- H. Documentation of the change control board and change proposal process.
- I. Change log that tracks open/closed change requests.

5.5.4 Premium Processing

The contractor shall provide premium processing for SHOP participants as defined in ***Attachment O, Business and Technical Requirements Matrix***. At the State's discretion, it may or may not exercise an option for the contractor to also provide premium processing for Individuals, including commercial insurance and Nevada Check-Up individual participants. Proposing vendors are asked to provide pricing information for both options (with and without premium processing for Individuals) in the Cost Schedules in ***Attachment K, Project Costs***.

5.5.5 Call Center and Walk-In Service Centers

The Vendor shall establish and staff a Call Center to receive incoming calls and process documents received from consumers who are interested in applying for commercial health insurance coverage offered through the Exchange. The Call Center shall perform activities necessary to receive, log, and track incoming communications and correspondence. Activities also include processing correspondence that requires imaging/scanning, tracking, and routing of documents received by the Vendor or the Exchange. The BOS will maintain a repository of correspondence received for all individual Exchange and SHOP Exchange enrollees, in addition to storing all correspondence sent by the BOS on behalf of the Exchange. The Vendor's Call Center may be located outside of Nevada, but must be in a secure location in the United States.

The Exchange has not yet decided whether a single call center will be sufficient or walk-in Service Centers will be required. If required, walk-in Service Centers will be located in:

- Reno, Nevada
- Carson City, Nevada
- Elko, Nevada
- Las Vegas, Nevada

The contractor shall adhere to SLAs and KPIs listed in this section and should note that during the contract phase of the project, the State will work with the contractor to develop detailed service level agreements and KPIs for the Call Center.

5.5.5.1 Service Level Agreement and Key Performance Indicators

The contractor shall notify the State of any incident of Call Center downtime within one-half hour of the incident, or as soon as the Center is aware of the interruption.

Table 5-2: Key Performance Indicators

Key Performance Indicator	Service Level Expectation
Call Center	
Call Response time	<p>The Call Center shall be available 24 x 7 except at Exchange approved times for system maintenance.</p> <p>The Call Center shall answer 90% of calls within 30 seconds, 95% of calls within 45 seconds, and 99% of calls within 60 seconds over a report period of each day. Average call response time will be no more than 30 seconds.</p>
Blocked Calls	The Call Center shall ensure that the weekly average number of incoming calls that are blocked (calls receiving a busy signal) shall be no more than 1%.
Abandon Rate	The Call Center shall ensure that the weekly average abandon rate shall be no more than 3%.
Wait / Hold Time	The Call Center shall ensure that the weekly average wait or hold time shall not exceed one-hundred twenty seconds per call.

5.5.5.2 Right to Retainage

The State and the contractor agree that failure by the contractor to perform in accordance with established KPIs results in a loss to the State. If the contractor fails to meet the KPIs identified in the SLAs listed in this RFP, the State may retain a percentage, as determined by the Exchange, of the billed amount and deduct the specified amounts from the fees due to the contractor for the total of Exchange services that month.

5.5.6 Implementation Plan

The contractor shall provide an Implementation Plan within sixty (60) days from contract signing that addresses resource requirements as well as the tools, techniques, and methodologies that are needed to perform an efficient and effective transition. Issues such as site preparation, bandwidth needs, and other items that will be required to help the State prepare for implementation must be included in the plan. The contractor shall also develop semi-monthly

Implementation Status Reports to track the implementation planning activities as well as implementation itself.

The plan shall address the statewide deployment of the solution and include the following stakeholders: field offices, the Exchange staff and Board, DHHS, the DWSS eligibility team, DHCFP, and other stakeholders subsequently identified by the Exchange. The Implementation Plan shall include deployment schedules, resource estimates, identification of special resources and staffing. The plan shall also define management controls and reporting procedures, as well as the risks and contingencies. Special attention must be given to minimizing operational risks during cutover.

The Implementation Plan shall also include a site readiness assessment and a Site Readiness Report to allow the State to determine if the hosting site is prepared and ready for the implementation of the proposed solution. The assessment must determine if sufficient hardware, software, and staffing are in place at the hosting site.

5.5.7 Deliverables

5.5 DESIGN, DEVELOPMENT and IMPLEMENTATION DELIVERABLES			
DELIVERABLE NUMBER	DESCRIPTION OF DELIVERABLE	ACTIVITY	STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)
5.5.7.1	SaaS/BOS solution	5.5.3.1 through 5.5.3.9	N/A
5.5.7.2	Hosting Environment	5.5.3.1	N/A
5.5.7.3	System Design	5.5.3.2	5
5.5.7.4	Security Plan/Security Report	5.5.3.3	5
5.5.7.5	Performance and Scalability	5.5.3.4	5
5.5.7.6	Data Retention, Recovery Services, Protection, and Data Management Plan	5.5.3.5	5
5.5.7.7	Release Management	5.5.3.6	N/A
5.5.7.8	Service Management Process Automated SLA Monitoring Monthly Service Level Agreement Report Corrective Action Report	5.5.3.7	N/A
5.5.7.9	Support and Problem Escalation Plan	5.5.3.8	5
5.5.7.10	Information Technology Help Desk Service Monthly Report	5.5.3.8 (E)(2)	5
5.5.7.11	Requirements Validation Review	5.5.3.9 (C)	5
5.5.7.12	Requirements Specification Document (RSD)	5.5.3.10	5
5.5.7.13	Requirements Traceability Matrix (RTM)	5.5.3.11	10

5.5 DESIGN, DEVELOPMENT and IMPLEMENTATION DELIVERABLES			
5.5.7.14	Test Management Plan	5.5.3.12	10
5.5.7.15	System Test Results		5
5.5.7.16	Configuration Management Plan	5.5.3.13	5
5.5.7.17	Premium Processing for Individuals	5.5.4	10
5.5.7.18	Call Center and Service Centers	5.5.5	10
5.5.7.19	Implementation Plan Site Readiness Report	5.5.6	10

6. COMPANY BACKGROUND AND REFERENCES

6.1 VENDOR INFORMATION

6.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

6.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

6.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	

Question	Response
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

- 6.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

- 6.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 6.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 6.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past

six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 6.1.8 Vendors must review the insurance requirements specified in **Attachment E, Insurance Schedule for RFP 2023**. Does your organization currently have or will your organization be able to provide the insurance requirements as specified in **Attachment E**.

Yes		No	
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Any exceptions to the insurance requirements **must** be identified on **Attachment B, Technical Proposal Certification of Compliance with Terms and Conditions of RFP**. In order for any exceptions to the insurance requirements to be considered they must be documented in detail in **Attachment B**. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission.

Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverages as specified in **Attachment E, Insurance Schedule for RFP 2023**.

- 6.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

- 6.1.10 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 6.1.11 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with **Section 12.5, Part III – Confidential Financial**.
- 6.1.11.1 Dun and Bradstreet Number
- 6.1.11.2 Federal Tax Identification Number
- 6.1.11.3 The last two (2) years and current year interim:
- A. Profit and Loss Statement
- B. Balance Statement

6.2 SUBCONTRACTOR INFORMATION

- 6.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
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If "Yes", vendor must:

- 6.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 6.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;
- B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- C. Describe your previous experience with subcontractor(s).
- 6.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project;
- B. Incorporating the subcontractor's development and testing processes into the vendor's methodologies;
- C. Ensuring subcontractor compliance with the overall performance objectives for the project; and

- D. Ensuring that subcontractor deliverables meet the quality objectives of the project.
- 6.2.1.4 Provide the same information for any proposed subcontractors as requested in **Section 6.1, Vendor Information**.
- 6.2.1.5 Business references as specified in **Section 6.3, Business References** must be provided for any proposed subcontractors.
- 6.2.1.6 Provide the same information for any proposed subcontractor staff as specified in **Section 6.4, Vendor Staff Skills and Experience Required**.
- 6.2.1.7 Staff resumes for any proposed subcontractors as specified in **Section 6.5, Vendor Staff Resumes**.
- 6.2.1.8 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 6.2.1.9 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 6.2, Subcontractor Information**. The vendor must receive agency approval prior to subcontractor commencing work.
- 6.2.1.10 All subcontractor employees assigned to the project must be authorized to work in this country.

6.3 BUSINESS REFERENCES

- 6.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last five (5) years.
- 6.3.2 Business references must show a proven ability of:
 - 6.3.2.1 Significant experience in designing, developing, and/or implementing functionality that the Silver State Health Insurance Exchange is seeding to acquire through this RFP;
 - 6.3.2.2 Offering functionality that the Silver State Health Insurance Exchange is seeking on a Software as a Service (SaaS) basis;
 - 6.3.2.3 Implementing and operating a Call Center;
 - 6.3.2.4 Developing and executing a comprehensive application test plan;
 - 6.3.2.5 Developing and implementing a comprehensive training plan;

6.3.2.6 Experience with managing subcontractors; and

6.3.2.7 Development and execution of a comprehensive project management plan.

6.3.3 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The “Company Name” must be the name of the proposing vendor or the vendor’s proposed subcontractor.

Reference #:	
Company Name:	
<i>Identify role company will have for this RFP project (check one):</i>	
↑ Vendor	↑ Subcontractor
Project Name:	
Primary Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed:	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget / cost proposal, and if not, why not?	

- 6.3.4 Vendors must also submit **Attachment F, Reference Questionnaire** to the business references that are identified in **Section 6.3.3**.
- 6.3.5 The company identified as the business references must submit the Reference Questionnaire directly to the Purchasing Division.
- 6.3.6 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 10, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 6.3.7 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

6.4 VENDOR STAFF SKILLS AND EXPERIENCE REQUIRED

The vendor shall provide qualified personnel to perform the work necessary to accomplish the tasks defined in the Scope of Work. The State must approve all awarded vendor resources. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

6.4.1 Account/Project Manager Qualifications

The account/project manager assigned by the awarded vendor to the engagement must have full authority to administer the contract for all implementation activities and ongoing day-to-day operations. The account/project manager must have:

- 6.4.1.1 A minimum of four (4) years of account or project management experience, within the last ten (10) years, in government or the private sector, of which two (2) years experience has been in the state or federal health and human services sector.
- 6.4.1.2 A minimum of three (3) years of experience, within the last ten (10) years, managing systems integration and implementation projects; experience with public or private health insurance exchanges is preferred.
- 6.4.1.3 A minimum of two (2) years of experience with systems analysis and design.
- 6.4.1.4 A minimum of two (2) years of experience with systems integration and implementation in a Service Oriented Architecture (SOA) environment.
- 6.4.1.5 Completed at least one (1) project within the past three (3) years that involved communication and coordination of activities with external stakeholders.

- 6.4.1.6 A minimum of two (2) years experience using Microsoft Project or similar software.
- 6.4.1.7 Demonstrated knowledge of the ACA and the Center of Consumer Information and Insurance Oversight's (CCIIO's) guidance for Health Insurance Exchange systems.
- 6.4.1.8 Knowledge of the business architecture, information architecture, and technical architecture standards and guidance for the Exchange systems released by the CMS.

6.4.2 Systems Architect/Technical Lead Qualifications

The systems architect/technical lead assigned by the awarded vendor must have:

- 6.4.2.1 A minimum of four (4) years of experience in systems integration, of which two (2) years preferred experience has been in the government or private health insurance exchange like environment.
- 6.4.2.2 A minimum of four (4) years of experience with SOA infrastructure and SOA technical governance.
- 6.4.2.3 A minimum of two (2) years experience implementing web-based SaaS on-line transaction processing (OLTP) systems, where the system is a public-facing web portal.
- 6.4.2.4 A minimum of two (2) years experience with the integration of multiple platforms, such as the integration of COTS, web-based and legacy applications.
- 6.4.2.5 A minimum of three (3) years of interface design and development, and strong management and communication skills experience in the development of a similar sized project.
- 6.4.2.6 A minimum of two (2) years experience serving as the technical lead over systems architecture and systems development projects.
- 6.4.2.7 Completed at least (1) project within the past three (3) years that involved determining the readiness of the system production.
- 6.4.2.8 A minimum of four (4) years of experience conducting system and user acceptance tests for a similar sized project.
- 6.4.2.9 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

- 6.4.2.10 Experienced in managing all ties into a state data center.
- 6.4.2.11 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, CCIIO's guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

6.4.3 Deployment Lead Qualifications

The deployment lead assigned by the awarded vendor must have:

- 6.4.3.1 A minimum of two (2) years of system deployment experience of a SaaS solution. Experience must involve deployment of an enterprise-wide architecture, networking, multiple systems integration, hardware and software and managing a technical team and its activities from inception through post-implementation on a minimum of one (1) project of similar size and complexity to this project.
- 6.4.3.2 A minimum of two (2) year experience in deployment of web-based systems.
- 6.4.3.3 A minimum of two (2) years of experience leading the deployment of applications in a SOA environment.
- 6.4.3.4 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, CMS' guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

6.4.4 Configuration Manager

The configuration manger must have:

- 6.4.4.1 A minimum of three (3) years experience in configuration and deployment of a government or private insurance exchange software application with functionality similar to that required by this RFP. Experience with the proposed product is preferred.
- 6.4.4.2 A minimum one (1) year experience involving a web-based system for use by both internal and external users.
- 6.4.4.3 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, CCIIO's guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

6.4.5 Operations Manager

The operations manager must have:

- 6.4.5.1 A minimum of two (2) years preferred experience in operations of government or private insurance exchange like software with functionality similar to that required by this RFP. Experience with operations of government health insurance exchanges is preferred.
- 6.4.5.2 Familiarity with Medicaid and CHIP eligibility determination processes.
- 6.4.5.3 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, CCIIO's guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

6.4.6 Security Manager

The security manager must have:

- 6.4.6.1 A minimum of three (3) years experience working in a lead role in IT Security of a large organization or a large IT project.
- 6.4.6.2 A minimum of two (2) years experience securing virtualized data centers.
- 6.4.6.3 A minimum of two (2) years experience implementing solution meeting the Payment Card Industry (PCI) Security Standard.

6.4.7 Training Manager

The training manager must have:

- 6.4.7.1 A minimum of two (2) years experience in training for systems solutions, including developing course content and delivering training to users and trainers.
- 6.4.7.2 A minimum of one (1) year experience in training on a project involving deployment of a web-based system to internal and external users.
- 6.4.7.3 Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, CCIIO's guidance for the Exchange, and key components of the National Information Exchange Model (NIEM).

6.4.8 Individual Team Member Qualifications

The awarded vendor must provide sufficient qualified staff to meet the requirements in ***Attachment O, Business and Technical Requirements Matrix*** of this RFP. Each member of the contractor's project team must bring experience in the business and/or technical environment.

6.5 VENDOR STAFF RESUMES

A resume must be completed for each proposed individual on the State format provided in *Attachment I*, including identification of key personnel per *Section 13.3.19, Key Personnel*.

6.6 PRELIMINARY PROJECT PLAN

- 6.6.1 Vendors must submit a preliminary project plan as part of the proposal, including, but not limited to:
 - 6.6.1.1 Gantt charts that show all proposed project activities;
 - 6.6.1.2 Planning methodologies;
 - 6.6.1.3 Milestones;
 - 6.6.1.4 Task conflicts and/or interdependencies;
 - 6.6.1.5 Estimated time frame for each task identified in *Section 5, Scope of Work*; and
 - 6.6.1.6 Overall estimated time frame from project start to completion for both Contractor and State activities, including strategies to avoid schedule slippage.
- 6.6.2 Vendors must provide a written plan addressing the roles and responsibilities and method of communication between the contractor and any subcontractor(s).
- 6.6.3 The preliminary project plan will be incorporated into the contract.
- 6.6.4 The first project deliverable is the finalized detailed project plan that must include fixed deliverable due dates for all subsequent project tasks as defined in *Section 5, Scope of Work*. The contract will be amended to include the State approved detailed project plan.
- 6.6.5 Vendors must identify all potential risks associated with the project, their proposed plan to mitigate the potential risks and include recommended strategies for managing those risks.
- 6.6.6 Vendors must provide information on the staff that will be located on-site in Carson City. If staff will be located at remote locations, vendors must include specific information on plans to accommodate the exchange of information and transfer of technical and procedural knowledge. The State encourages alternate methods of communication other than in person meetings, such as transmission of documents via email and teleconferencing, as appropriate.

6.7 PROJECT MANAGEMENT

Vendors must describe the project management methodology and processes utilized for:

- 6.7.1 Project integration to ensure that the various elements of the project are properly coordinated.
- 6.7.2 Project scope to ensure that the project includes all the work required and only the work required to complete the project successfully.
- 6.7.3 Time management to ensure timely completion of the project. Include defining activities, estimating activity duration, developing and controlling the project schedule.
- 6.7.4 Management of contractor and/or subcontractor issues and resolution process.
- 6.7.5 Responding to and covering requested changes in the project time frames.
- 6.7.6 Responding to State generated issues.
- 6.7.7 Cost management to ensure that the project is completed within the approved budget. Include resource planning, cost estimating, cost budgeting and cost control.
- 6.7.8 Resource management to ensure the most effective use of people involved in the project including subcontractors.
- 6.7.9 Communications management to ensure effective information generation, documentation, storage, transmission and disposal of project information.
- 6.7.10 Risk management to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

6.8 QUALITY ASSURANCE

Vendors must describe the quality assurance methodology and processes utilized to ensure that the project will satisfy State requirements as outlined in *Section 5, Scope of Work* of this RFP.

6.9 METRICS MANAGEMENT

Vendors must describe the metrics management methodology and processes utilized to satisfy State requirements as outlined in *Section 5, Scope of Work* and *Section 5.5.3.7, Service Management Process* of this RFP. The methodology must include the metrics captured and how they are tracked and measured.

6.10 CONFIGURATION MANAGEMENT

Vendors must describe the methodology, processes and tools utilized for:

- 6.10.1 Control of changes to requirements, design and code.

- 6.10.2 Control of interface changes.
- 6.10.3 Traceability of requirements, design and code.
- 6.10.4 Tools to help control versions and builds.
- 6.10.5 Parameters established for regression testing.
- 6.10.6 Baselines established for tools, change log and modules.
- 6.10.7 Documentation of the change request process including check in/out, review and regular testing.
- 6.10.8 Documentation of the change control board and change proposal process.
- 6.10.9 Change log that tracks open/closed change requests.

6.11 PEER REVIEW MANAGEMENT

Vendors must describe the methodology, processes and tools utilized for:

- 6.11.1 Peer reviews conducted for design, code and test cases.
- 6.11.2 Number of types of people normally involved in peer reviews.
- 6.11.3 Types of procedures and checklists utilized.
- 6.11.4 Types of statistics compiled on the type, severity and location of errors.
- 6.11.5 How errors are tracked to closure.

6.12 PROJECT SOFTWARE TOOLS

- 6.12.1 Vendors must describe any software tools and equipment resources to be utilized during the course of the project including minimum hardware requirements and compatibility with existing computing resources as described in ***Section 3.4, Current Computing Environment***.
- 6.12.2 Costs and training associated with the project software tools identified must be included in ***Attachment K, Project Costs***.

6.13 INDEPENDENT VERIFICATION & VALIDATION SERVICES

The State plans to acquire the services of Independent Verification and Validation (IV&V) vendor who will be responsible for verifying that the BOS meets specifications and that it fulfills its intended purpose. The State expects the BOS contractor to cooperate with and support the activities of the IV&V vendor. The vendor providing IV&V services for the Health Care Reform Eligibility Engine project is prohibited from proposing on this RFP.

7. PROJECT COSTS

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in ***Attachment K, Project Costs***.

All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

7.1 COST SCHEDULES

The cost for each deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Each table in the Excel spreadsheet in ***Attachment K, Project Costs*** must be completed and detailed backup must be provided for all cost schedules completed.

7.1.1 Detailed Deliverable Cost Schedules

7.1.1.1 The schedules have been set up so that the sub-total from each deliverable cost schedule will automatically be transferred to the summary table in ***Section 7.1.5, Summary Schedule of Project Costs of Attachment K, Project Costs***.

However, it is ultimately the proposer's responsibility to make sure that all totals are correctly transferred to the summary table in ***Section 7.1.5, Summary Schedule of Project Costs of Attachment K, Project Costs*** prior to submitting their cost proposal.

7.1.1.2 Implementation – a firm fixed price for the development, certification, and deployment of all Exchange technical and functional components, including interfaces, and the Call Center. Vendors will be paid for Payment Deliverables identified in ***Section 7.1.1 of Attachment K, Project Costs*** minus hold backs described in ***Section 8.4, Hold Backs***. Proposing vendors must provide a price for implementation of the Business Operations Solution with and without premium processing for Individuals (commercial insurance and Nevada Check-Up). The State may at its sole discretion decide to exercise the option for vendor premium processing of Individuals. Premium processing for SHOP participants is required (not optional) and is to be included in the price for full implementation of SaaS Subscription/Business Operations Solution.

7.1.2 Ongoing Operations – a Per Member Per Month (PMPM) price for providing all services (including the Call Center), hosting, licensing, operations, maintenance and enhancements (up to 2,000 hours per year) of the BOS for three (3) Base Contract years. Vendor services and responsibilities included in the PMPM price are listed in ***Table 3-1 in Section 3.1*** of this RFP as well as all requirements listed in ***Attachment O, Business and Technical Requirements***. For the purposes of project pricing, a Member is defined as:

- 7.1.2.1 An Individual (to include subscribers and their dependents) enrolled in a QHP, Nevada Check-Up, or the Basic Health Plan through the Exchange on the first of the Plan month.
- 7.1.2.2 Payment for Ongoing Operations will be based on the actual number of members per month, not the number used for evaluation purposes in **Sections 7.1.2 and 7.1.3 of Attachment K, Project Costs**.
- 7.1.2.3 Vendors are required to submit PMPM prices that include processing premiums for commercial insurance subsidies, tax credits, and Nevada Check Up.
- 7.1.2.4 Vendors are to include all product licensing and maintenance costs in the PMPM prices proposed.
- 7.1.3 Ongoing Operations – a Per Member Per Month (PMPM) price for providing all services (including the Call Center), hosting, licensing, operations, maintenance and enhancements (up to 2,000 hours per year) of the BOS for three (3) Optional Contract Years. Vendor services and responsibilities included in the PMPM price are listed in *Table 3-1 in Section 3.1* of this RFP as well as all requirements listed in **Attachment O, Business and Technical Requirements**. For the purposes of project pricing, a Member is defined as:
 - 7.1.3.1 An Individual (to include subscribers and their dependents) enrolled in a QHP, Nevada Check-Up, or the Basic Health Plan through the Exchange on the first of the Plan month.
 - 7.1.3.2 Payment for Ongoing Operations will be based on the actual number of members per month, not the number used for evaluation purposes in **Sections 7.1.2 and 7.1.3 of Attachment K, Project Costs**.
 - 7.1.3.3 Vendors are required to submit PMPM prices that include processing premiums for commercial insurance subsidies, tax credits, and Nevada Check Up.
 - 7.1.3.4 Vendors are to include all product licensing and maintenance costs in the PMPM prices proposed.
- 7.1.4 Modifications – A pool of 2,000 hours per year must be included in the PMPM price for Ongoing Operations. All modifications beyond the 2,000 hours will be paid at hourly rates by classification as finalized in the contract resulting from this procurement. The State does not guarantee any number of hours for modifications regardless of the number of hours shown for evaluation purposes. Payment for modifications will be made only for approved enhancements/modifications and any unused portion of the allotted annual hours will be carried over to the next year.
- 7.1.5 Summary Schedule of Project Costs

Proposers must make sure that all totals from the Detailed Deliverable Cost Schedules (*Sections 7.1.1 through 7.1.4*) are transferred to *Section 7.1.5, Summary Schedule of Project Costs of Attachment K, Project Costs*.

7.1.6 Other Associated Costs

Proposers must identify any other costs not covered on the Detailed Deliverable Cost Schedules and/or the cost schedules for any hardware and/or software proposed, as follows:

7.1.6.1 Services and items listed in *Section 7.1.6* are to be exercised solely at the discretion of the State. Accordingly, these services and items will not be evaluated and are not included in the summary table in *Section 7.1.5, Summary Schedule of Project Costs of Attachment K, Project Costs*.

7.1.6.2 Proposers must provide detailed information for each item identified.

7.1.7 Interface Development and Implementation

Vendors must show prices for all interfaces. Payment for interfaces is included in deliverables listed as Payment Deliverables in *Section 7.1.1*. Separate payment will not be made for interfaces.

7.1.8 Service Center Implementation at Four (4) Locations

7.1.8.1 Vendors must provide the one-time cost for implementing each of the four Walk-In Service Centers as described in *Section 5.5.5* of the RFP. This data is provided for informational purposes only. The State may at its sole discretion decide to exercise the option for the implementation and operation of none, any or all of the four Walk-In Service Centers.

7.1.8.2 Prices shown on this schedule must include the implementation costs of providing and installing all hardware, software, network components, and other infrastructure to establish the Walk-In Service Centers. Price information for the ongoing operations of the Walk-In Service Centers are included on *Schedules 7.1.2 and 7.1.3*.

8. FINANCIAL

8.1 PAYMENT

Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

8.2 BILLING

- 8.2.1 There shall be no advance payment for services furnished by a contractor pursuant to the executed contract.
- 8.2.2 Payment for services shall only be made after completed deliverables are received, reviewed and accepted in writing by the State.
- 8.2.3 The vendor must bill the State as outlined in the approved contract and/or deliverable payment schedule.
- 8.2.4 Each billing must consist of an invoice and a copy of the State-approved deliverable sign-off form.

8.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, that forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount will be deducted from the stale claims payment due the contractor.

8.4 HOLD BACKS

- 8.4.1 The State shall pay all invoiced amounts to implement the solution, less a 10% hold back, following receipt of the invoice and a fully completed project deliverable sign-off form.
- 8.4.2 The distribution of the hold backs will be negotiated with the contractor.
- 8.4.3 Actual payment of hold backs will be made with the approval of the project steering committee.

9. WRITTEN QUESTIONS AND ANSWERS

In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFP.

9.1 QUESTIONS AND ANSWERS

- 9.1.1 The RFP Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the “Question” link.
- 9.1.2 The deadline for submitting questions is as specified in *Section 10, RFP Timeline*.
- 9.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 10, RFP Timeline*.

- 9.1.4 *The State will make a reasonable effort to answer questions which are submitted after the deadline up until a few business days prior to the deadline for submission of proposals. However, it is at the State's sole option as to whether or not to answer any questions submitted after the deadline.*

10. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	04/04/12 @ 2:00 PM
Answers posted to website	On or about 04/12/12
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/25/12
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on 04/27/12</u>
Evaluation period (approximate time frame)	04/30/12 – 05/04/12
Top-scoring Vendor(s) notified to prepare presentation and arrange travel	On or about 05/07/12
Vendor Presentations (approximate time frame)	05/14/12 – 05/18/12
Selection of vendor	On or about 05/21/12
Anticipated BOE approval	07/10/12
Contract start date	Upon BOE Approval

11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

11.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 11.3, Part I B – Confidential Technical and Section 11.5, Part III Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality and Certification of Indemnification* and comply with the requirements stated in *Section 11.6, Confidentiality of Proposals*.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in **Section 11.6.4**.

Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 11.1.1 All information is to be completed as requested.
- 11.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 11.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced per NRS 333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two days in advance of the opening.
- 11.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 11.1.5 For ease of evaluation, the proposal must be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this may be considered during the evaluation process.
- 11.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures,

lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 11.1.6.1 Be submitted on recycled paper;
 - 11.1.6.2 Not include pages of unnecessary advertising;
 - 11.1.6.3 Be printed on both sides of each sheet of paper; and
 - 11.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 11.1.7 For purposes of addressing questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 11.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.
- The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.
- Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 11.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

11.2 PART I A – TECHNICAL PROPOSAL

11.2.1 Submission Requirements

11.2.1.1 Technical proposal must include:

- A. One (1) original marked “MASTER”
- B. Seven (7) identical copies.

11.2.1.2 The technical proposal *must not include* confidential technical information (refer to *Section 11.3, Part I B, Confidential*

Technical) or project costs. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

11.2.2 Format and Content

11.2.2.1 Tab I – Title Page

The title page must include the following:

- A. Part I A - Technical Proposal for: Silver State Health Insurance Exchange
- B. RFP 2023
- C. Name and Address of the vendor
- D. Proposal Opening Date: April 27, 2012
- E. Proposal Opening Time: 2:00 PM

11.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

11.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

11.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Attachment M – Certification regarding lobbying with an original signature by an individual authorized to bind the organization.

E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

F. Copies of applicable certifications and/or licenses.

11.2.2.5 Tab V - Attachment B

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any technical exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in ***Attachment B***. Only technical exceptions and/or assumptions should be identified on this attachment. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in ***Attachment B***.

11.2.2.6 Tab VI – Section 4 – System Requirements

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.2.7 Tab VII – Section 5 – Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.2.8 Tab VIII– Section 6 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 6.2, Subcontractor Information***, if applicable.

11.2.2.9 Tab IX – Attachment I – Proposed Staff Resume(s)

Vendors must include all proposed staff resumes per ***Section 6.5, Vendor Staff Resumes*** in this section. This section should also include any subcontractor proposed staff resumes, if applicable.

11.2.2.10 Tab X – Preliminary Project Plan

Vendors must include the preliminary project plan in this section.

11.2.2.11 Tab XII – Requirements Matrix

Vendors must include their completed requirements matrix (refer to ***Attachment O, Requirements Matrix***) in this section.

11.2.2.12 Tab XIII – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal.

11.3 PART I B – CONFIDENTIAL TECHNICAL

Vendors only need to submit Part I B if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentiality and Certification of Indemnification***).

11.3.1 Submission Requirements, if confidential technical information is being submitted.

11.3.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”; and
- B. Seven (7) identical copies.

11.3.2 Format and Content

11.3.2.1 Tab I – Title Page

The title page must include the following:

- A. Part I B - Confidential Technical for: Silver State Health Insurance Exchange
- B. RFP 2023
- C. Name and Address of the vendor
- D. Proposal Opening Date: April 27, 2012
- E. Proposal Opening Time: 2:00 PM

11.3.2.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

11.4 PART II – COST PROPOSAL

11.4.1 Submission Requirements

11.4.1.1 Cost proposal must include:

- A. One (1) original marked “MASTER”; and
- B. Seven (7) identical copies.

11.4.1.2 The cost proposal must not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

11.4.2 Format and Content

11.4.2.1 Tab I – Title Page

The title page must include the following:

- A. Part II - Cost Proposal for: Silver State Health Insurance Exchange
- B. RFP 2023
- C. Name and Address of the vendor
- D. Proposal Opening Date: April 27, 2012
- E. Proposal Opening Time: 2:00 PM

11.4.2.2 Tab II – Cost Proposal

Cost proposal must be in the format identified in ***Attachment K, Project Costs***.

11.4.2.3 Tab III – Attachment L

The Cost Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any cost exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in ***Attachment L***. Only cost exceptions and/or assumptions should be identified on this attachment, do not restate the technical exceptions and/or assumptions on this form. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific

exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in *Attachment L*.

11.5 PART III – CONFIDENTIAL FINANCIAL

11.5.1 Submission Requirements

11.5.1.1 Confidential financial information must include:

- A. One (1) original marked “MASTER”; and
- B. Two (2) identical copies.

11.5.2 Format and Content

11.5.2.1 Tab I – Title Page

The title page must include the following:

- A. Part III - Confidential Financial for: Silver State Health Insurance Exchange
- B. RFP 2023
- C. Name and Address of the vendor
- D. Proposal Opening Date: April 27, 2012
- E. Proposal Opening Time: 2:00 PM

11.5.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed Attachment J, State of Nevada Registration Substitute IRS Form W-9
- C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

11.6 CONFIDENTIALITY OF PROPOSALS

- 11.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

- 11.6.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements will cause your proposal to be deemed non-compliant and will not be accepted by the State of Nevada.
- 11.6.3 Vendors acknowledge that material not marked as “confidential” will become public record upon contract award.
- 11.6.4 The required CDs must contain the following:
- 11.6.4.1 One (1) **“Master”** CD with an exact duplicate of the technical and cost proposal contents only. The electronic files must follow the format and content section for the technical and cost proposal. The CD must be packaged in a case and clearly labeled as follows:
- A. RFP No;
 - B. Vendor’s Name;
 - C. Part IA – Technical Proposal;
 - D. Part IB – Confidential Technical, and
 - E. Part II – Cost Proposal.
- 11.6.4.2 One (1) **“Public Records CD”** with the technical and cost proposal contents to be used for public records requests. This CD **must not** contain any confidential or proprietary information. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal. The CD must be packaged in a case and clearly labeled as follows:
- A. Public Records CD;
 - B. RFP No;
 - C. Vendor’s Name;
 - D. Part IA – Technical Proposal for Public Records Request; and
 - E. Part II – Cost Proposal for Public Records Request.
- 11.6.5 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

11.7 PROPOSAL PACKAGING

- 11.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

- 11.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

- 11.7.3 Proposals **must be received at the address referenced below no later than the date and time specified in Section 10, RFP Timeline.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 11.7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.
- 11.7.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL COMPONENT:	PART I A - TECHNICAL
PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

- 11.7.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL

PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

- 11.7.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL COMPONENT:	PART II - COST
PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

- 11.7.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL COMPONENT:	PART III - CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

- 11.7.9 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Colleen Janes State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	2023
PROPOSAL COMPONENT:	CDs
PROPOSAL OPENING DATE:	April 27, 2012
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Silver State Health Insurance Exchange
VENDOR'S NAME:	

12. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

12.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria:

- Demonstrated Competence
 - Experience in performance of comparable engagements
 - Conformance with the terms of this RFP
 - Expertise and availability of key personnel
 - Cost
-
- Presentations/Demonstrations – Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable. The State, at its option, may limit participation in vendor presentations to any number of the highest ranking vendors. NOTE: The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Note: Financial stability will be scored on a pass/fail basis.

Proposals shall be kept confidential until a contract is awarded.

12.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada per NRS 333.335(5).

12.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.

12.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations will be included as part of the contract.

- 12.5** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 12.6** Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

13. TERMS AND CONDITIONS

13.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

*The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.*

- 13.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 13.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 13.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 13.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 13.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 13.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 13.1.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

- 13.1.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 13.1.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 13.1.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.1.11 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.1.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 13.1.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 13.1.14 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 13.1.15 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 13.1.16 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 13.1.17 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 13.1.18 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

13.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

13.2.1 Background Checks

- 13.2.1.1 All contractor personnel assigned to the contract must have a background check from the Federal Bureau of Investigation pursuant to NRS 239B.010. All fingerprints must be forwarded to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation.
- 13.2.1.2 Any employee of the selected vendor, who will require any type of system access, must have a State Background Check (as identified in Section 13.2.1.4 "A" below) before system access will be granted. The vendor or its employees may be denied access to the premises if they have not been security cleared.
- 13.2.1.3 All costs associated with this will be at the contractor's expense.
- 13.2.1.4 The contractor shall provide to the Enterprise Information Technology Services (EITS) Division, Office of Information Security (OIS) the following documents.
 - A. A State or Personal Background Check for the state the individual claims as their permanent residency. The contractor can use the following site which has immediate results: <http://www.integrascan.com>. Once the contractor has a copy of their personal background check from their state of record, they will forward those results to the designated State representative who will then forward it to EITS OIS in order to obtain approval for interim system access;
 - B. A Civil Applicant Waiver Form, signed by the contractor(s);
 - C. A Prior Arrests and Criminal Conviction Disclosure Form, signed by the contractor(s);
- 13.2.1.5 If out-of-state, contractor must provide two (2) completed fingerprint cards from a local sheriff's office (or other law enforcement agency).

- 13.2.1.6 If doing the out-of-state fingerprint cards, the contractor must provide a money order or cashier's check made payable to the Records and Technology Division in the amount of \$48.50 or current rate at time of submission.
- 13.2.1.7 In lieu of the out-of-state fingerprint cards, contractors can perform LiveScan fingerprinting at the Nevada Department of Public Safety.
- 13.2.1.8 If doing LiveScan fingerprinting, the contractor must provide a money order or cashier's check made payable to the Records and Technology Division in the amount of: \$37.50 or current rate at time of submission.
- 13.2.1.9 In lieu of the above background check and subject to acceptance by the Chief Information Security Officer, contractor may submit a current active federal authority security clearance (FBI, DoD, NSA).
- 13.2.1.10 Contractor(s) may not begin work until such time as they have been cleared by the EITS's Office of Information Security.
- 13.2.1.11 Positive findings from a background check are reviewed by the State Chief Information Security Officer and may result in the removal of vendor staff from the project.
- 13.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 13.2.3 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 13.2.4 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFP. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 13.2.5 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 13.2.6 **Attachment B and Attachment L** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that

the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.

- 13.2.7 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.2.8 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 13.2.9 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 13.2.10 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

13.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on **Attachment B, Technical Proposal Certification of Compliance**. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

13.3.1 Award of Related Contracts

- 13.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 13.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

13.3.2 Products and/or Alternatives

- 13.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.
- 13.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.
- 13.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

13.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

13.3.4 Contractor Space

- 13.3.4.1 The contractor will be required to have its project management located in Carson City for the duration of the implementation project.
- 13.3.4.2 All communication line costs, contractor computers, workstations, workstation hardware and software and contractor facilities will be the responsibility of the contractor.
- 13.3.4.3 The contractor must comply with the State standards for hardware, software and communication lines.
- 13.3.4.4 Contractors must coordinate installation of communication lines with EITS Data Communications.
- 13.3.4.5 The contractor must, at its own expense and through its own channels, provide its own basic office supplies, clerical support,

facsimile machine, furniture, photocopying, phone service and any other necessary equipment and/or resources for its operations.

13.3.4.6 The State will provide space for five (5) contractor personnel. If additional space is required, the space selected by the contractor must be mutually agreed upon by the State.

13.3.4.7 If applicable, the contractor shall provide work space for up to two (2) Exchange staff to work with the contractor's staff. The work space shall be provided at the contractor's expense.

13.3.4.8 The State guarantees the contractor access to the job site premises, when appropriate, during reasonable hours and without undue hindrance and/or interference in performing work required under the contract.

13.3.5 Inspection/Acceptance of Work

13.3.5.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

13.3.5.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

13.3.5.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

13.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

13.3.7 Periodic Project Reviews

13.3.7.1 On a periodic basis, the State reserves the right to review the approved project plan and associated deliverables to assess the direction of the project and determine if changes are required.

13.3.7.2 Changes to the approved project plan and/or associated deliverables may result in a contract amendment.

- 13.3.7.3 In the event changes do not include cost, scope or significant schedule modifications, mutually agreed to changes may be documented in memo form and signed by all parties to the contract.

13.3.8 Change Management

- 13.3.8.1 Should requirements be identified during system validation, development and/or implementation that change the required work to complete the project and upon receipt of a change order request by the contractor, a written, detailed proposal must be submitted as outlined in *Section 13.3.8.2*.

- 13.3.8.2 Within fifteen (15) working days of receipt of a requested change order, the contractor must submit an amended project plan to include:

- A. The scope of work;
- B. Impacts to the schedule for remaining work for implementing the identified change;
- C. Impacts of not approving the change;
- D. Estimated cost of change;
- E. Alternative analysis of all identified solutions to include, but not limited to:
 - 1) A system impact report;
 - 2) Resource requirements for both the State and the contractor;
 - 3) A work plan;
 - 4) Estimated hours to complete the work;
 - 5) The estimated cost of each solution; and
 - 6) A plan for testing the change.

- 13.3.8.3 The amended project plan will be prepared at no cost to the State and must detail all impacts to the project. The contractor must present the project plan to the Steering Committee prior to final acceptance and approval.

- 13.3.8.4 The Steering Committee will either accept the proposal or withdraw the request within fifteen (15) working days after receiving the proposal.

13.3.9 Issue Resolution

During the term of the contract, issue resolution will be a critical component. The following process will be adhered to for all issues.

13.3.9.1 Presentation of Issues

- A. Issues must be presented in writing to the designated project manager/account manager for each party.
- B. A uniform issues processing form will be developed by the State to record all issues, responses, tracking and dispositions.
- C. A project issues log will be kept by the State.
- D. Issues raised by either party must be accepted, rejected and/or responded to in writing within three (3) working days of presentation or by a mutually agreed upon due date.
- E. Failure to accept, reject and/or respond within the specified time frame will result in deeming the issue presented as accepted and the party presenting the issue may proceed to act as if the issue were actually accepted.

13.3.9.2 Escalation Process

- A. If no resolution is obtainable by the respective project managers, the issue will be escalated to the:
 - 1. The Administrator of the Exchange Board or designee; and
 - 2. Designated representative for the contractor.
- B. A meeting between the parties will take place within three (3) working days or a mutually agreed upon time frame.
- C. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.
- D. All parties agree to exercise good faith in dispute/issue resolution.
- E. If no resolution is obtainable after the above review, the issue will be escalated to the Steering Committee for the State and the designated representative for the contractor.
- F. A meeting between the parties will take place within three (3) working days of the meeting or a mutually agreed upon time frame.
- G. Final resolution of issues will be provided in writing within two (2) working days of the meeting or a mutually agreed upon time frame.

13.3.9.3 Proceed with Duties

The State and the contractor agree that during the time the parties are attempting to resolve any dispute in accordance with the provisions of the contract, all parties to the contract shall diligently perform their duties thereunder.

13.3.9.4 Schedule, Cost and/or Scope Changes

If any issue resolution results in schedule, cost and/or scope changes, a State BOE contract amendment will be required.

13.3.10 Travel Requirements

Most design, development and testing activities will occur in Carson City (except those activities mutually agreed to be performed at the contractor's facility).

13.3.11 Source Code Ownership

13.3.11.1 The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to use all software, procedures, files and other documentation comprising the BOS at any time during the period of the SaaS agreement.

13.3.11.2 The contractor agrees to deliver such material to the State within twenty (20) business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract.

13.3.11.3 The license shall include, but not be limited to:

- A. All Silver State Exchange and supporting programs in the most current version;
- B. All scripts, programs, transaction management or database synchronization software and other system instructions for operating the system in the most current version;
- C. All data files in the most current version;
- D. User and operational manuals and other documentation;
- E. System and program documentation describing the most current version of the system, including the most current versions of source and object code;
- F. Initial and ongoing training programs for the Exchange and other designated State staff, their agents, or designated representatives,

- in the implementation and the maintenance and operation of the solution;
- G. Any and all performance-enhancing operational plans and products, exclusive of equipment; and
- H. All specialized or specially modified operating system software and specially developed programs, including utilities, software and documentation used in the operation of the system.
- 13.3.11.4 All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.
- 13.3.11.5 Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system into perpetuity.
- 13.3.11.6 Exemptions may be granted if the proprietary product is proposed with this right in place and is defined with sufficient specificity in the proposal that the State can determine whether to fully accept it as the desired solution.
- 13.3.11.7 The contractor shall be required to provide sufficient information regarding the objectives and specifications of any proprietary software to allow it functions to be duplicated by other commercial or public domain products.
- 13.3.11.8 The software products (i.e., SaaS) must be pre-approved by the State. The State reserves the right to select such products.
- 13.3.11.9 Ongoing upgrades of the application software must be provided through the end of the contract.
- 13.3.11.10 Any other specialized software not covered under a public domain license to be integrated into the system must be identified as to its commercial source and the cost must be identified in the PMPM prices proposed in **Section 7.1.2 and 7.1.3 of Attachment K, Project Costs**.
- 13.3.11.11 Title to all portions of the system must be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.
- 13.3.11.12 The contractor must convey to the State, upon request and without limitation, copies of all interim work products, system

documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract.

- 13.3.11.13 The provision of ***Section 13.3.11 Source Code Ownership*** must be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.

13.3.12 Escrow Account

- 13.3.12.1 The State may require contractor to establish an escrow account. The escrow agent chosen for this transaction must be acceptable to the State.

- 13.3.12.2 If required, the escrow account must contain the following items:

- A. Two copies of the source code (preferably commented code) including all listing of the lines of programming and any custom developed code for the Exchange system for each version of the software on virus-free magnetic media, compiled and ready to be read by a computer;
- B. A complete copy of the executable code including table structures, data structures, system tables and data;
- C. A golden master of the software;
- D. Build scripts;
- E. Any configuration files separate from the build scripts;
- F. Object libraries;
- G. Application Program Interfaces (APIs);
- H. Compilation instructions in written format or recorded on video format;
- I. Complete documentation on all aspects of the system including design documentation, technical documentation and user documentation; and
- J. Names and addresses of key technical employees that a licensee may hire as a subcontractor in the event the contractor ceases to exist.

- 13.3.12.3 The escrow deposit materials must be shipped to the escrow agent via a traceable courier or electronically. Upon receipt of the

materials, the escrow agent must verify that the contents of the deposit are in good working order and certify the same to the State.

- 13.3.12.4 The escrow agency must store the materials in a media vault with climate control and a gas-based fire extinguishing system.
- 13.3.12.5 Each time the contractor makes a new release or updated version of the software available to customers, that version as described in **Section 13.3.12.2** must be deposited with the escrow agent within five (5) business days from production release, and proof of the deposit must be forwarded to the State.
- 13.3.12.6 In the event that contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court, or if the contractor fails to provide maintenance and/or support for the product as outlined in the contract, or the contractor discontinues the product, the State will be entitled to access the software source code and related items for use in maintaining the system either by its own staff or by a third party.
- 13.3.12.7 In the event that contractor fails to provide maintenance and/or support for the product the vendor shall ensure that the State has access to documentation, utilities, software tools and other similar items used to ensure the State is able to read or interpret their data without implementing the contractor's complete SaaS environment.
- 13.3.12.8 Any costs associated with an escrow account must be included in the PMPM prices proposed in **Sections 7.1.2 and 7.1.3 of Attachment K, Project Costs**.
- 13.3.12.9 The contractor shall include in the escrow deposit contact information for key personnel to allow the State to contact the personnel for assistance to recover services to the State.

13.3.13 Ownership of Information and Data

- 13.3.13.1 The supplier retains ownership of all the intellectual property rights (IPR) of the software and services not specifically developed for the State. The State retains ownership of all IPR developed specifically for the State (including systems, documents, and data). The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

13.3.13.2 All files containing any Exchange information are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.

13.3.13.3 Contractor agrees to abide by all federal and State confidentiality requirements, including, without limitation, providing at contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which contractor is responsible.

13.3.14 Guaranteed Access to Software

13.3.14.1 The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to develop/install the proposed solution or may be useful in maintaining or enhancing the equipment and solution after it is operating in a production environment.

13.3.14.2 For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor must provide a guarantee to the State of uninterrupted future access to, and license to use, those items. The guarantee must be binding on all agents, successors and assignees of the contractor and subcontractor.

13.3.14.3 The State reserves the right to consult legal counsel as to the sufficiency of the licensing agreement and guarantee of access offered by the contractor.

13.3.15 Patent or Copyright Infringement

To the extent of any limited liability expressed in the contract, the contractor agrees to indemnify, defend and hold harmless, not excluding the State's right to participate, the State from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses, arising out of any claims of infringement by the contractor of any United State Patent or trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any state said to have occurred because of systems provided or work performed by the contractor, and, the contractor shall do what is necessary to render the subject matter non-infringing in order that the State may continue its use without interruption or otherwise reimburse all consideration paid by the State to the contractor.

13.3.16 Contract Restriction

Pursuant to NAC 333.180, if the Division or using agency undertakes a project that requires (A) more than one request for proposals or invitation for bids; and (B) an initial contract for the design of the project, the person who is awarded the initial contract for the design of the project, or any associated subcontractor, may

not make a proposal, assist another person in making a proposal, or otherwise materially participate in any subsequent contract related to that project, unless his participation in the subsequent contract is within the scope of the initial contract.

13.3.17 Period of Performance

The contract will be effective upon approval by the BOE and through the period of time the system is installed, operational and fully accepted by the State, including the maintenance and warranty period and delivery and acceptance of all project documentation and other associated material.

13.3.18 Right to Publish

13.3.18.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the Exchange Project Office.

13.3.18.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of the Exchange Board or designee.

13.3.18.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

13.3.18.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of the Exchange Board or designee.

13.3.18.5 Throughout the term of the contract, the contractor must secure the written approval of the State per **Section 13.3.18.2** prior to the release of any information pertaining to work or activities covered by the contract.

13.3.19 Key Personnel

13.3.19.1 Key personnel will be incorporated into the contract. Replacement of key personnel may be accomplished in the following manner:

A. A representative of the contractor authorized to bind the company will notify the State in writing of the change in key personnel.

B. The State may accept the change of the key personnel by notifying the contractor in writing.

- C. The signed acceptance will be considered to be an update to the key personnel and will not require a contract amendment. A copy of the acceptance must be kept in the official contract file.
- D. Replacements to key personnel are bound by all terms and conditions of the contract and any subsequent issue resolutions and other project documentation agreed to by the previous personnel.
- E. If key personnel are replaced, someone with comparable skill and experience level must replace them.
- F. At any time that the contractor provides notice of the permanent removal or resignation of any of the management, supervisory or other key professional personnel and prior to the permanent assignment of replacement staff to the contract, the contractor shall provide a resume and references for a minimum of two (2) individuals qualified for and proposed to replace any vacancies in key personnel, supervisory or management position.
- G. Upon request, the proposed individuals will be made available within five (5) calendar days of such notice for an in-person interview with State staff at no cost to the State.
- H. The State will have the right to accept, reject or request additional candidates within five (5) calendar days of receipt of resumes or interviews with the proposed individuals, whichever comes later.
- I. A written transition plan must be provided to the State prior to approval of any change in key personnel.
- J. The State reserves the right to have any contract or management staff replaced at the sole discretion and as deemed necessary by the State.

13.3.20 Authorization to Work

Contractor is responsible for ensuring that all employees and/or subcontractors are authorized to work in the United States.

13.3.21 System Compliance Warranty

Licensors represents and warrants: (a) that each Product shall be Date Compliant; shall be designed to be used prior to, during, and after the calendar year 2000 A.D.; will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of this Agreement, including without limitation the Applicable Specifications and the Documentation, during each such time period, and the transitions between them, in relation to dates it encounters or processes; (b) that all date recognition and

processing by each Product will include the Four Digit Year Format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by each Product that includes a "year category" shall be done based on the Four Digit Year Format.

13.3.22 Internal Revenue Service Requirements

13.3.22.1 In the performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements as set forth in the IRS Publication 1075:

- A. All work will be done under the supervision of the contractor or the contractor's employees.
- B. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- C. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- D. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- E. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- F. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment

must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- G. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- H. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- I. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

13.3.22.2 CRIMINAL/CIVIL SANCTIONS:

- A. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an

award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- C. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- D. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

13.3.22.3 INSPECTION:

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any

work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

14. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
Required Information to be submitted with Technical Proposal under the following tabs:		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information Sheet	
Tab IV	State Documents	
Tab V	Attachment B – Technical Proposal Certification of Compliance with Terms and Conditions of RFP	
Tab VI	Section 4 – System Requirements	
Tab VII	Section 5 – Scope of Work	
Tab VIII	Section 6 – Company Background and References	
Tab IX	Attachment I – Proposed Staff Resume(s)	
Tab X	Preliminary Project Plan	
Tab XI	Resource Matrix (Not applicable to this RFP)	N/A
Tab XII	Requirements Matrix	
Tab XIII	Other Information Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment L - Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
CDs Required		
One (1)	Master CD with the technical and cost proposal contents only	

One (1)	Public Records CD with the technical and cost proposal contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked “**Part I B Confidential Technical**” and “**Part III Confidential Financial**”.

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in *Section 2 “ACRONYMS/DEFINITIONS.”*

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES		NO	

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document must be submitted in Tab IV of vendor’s technical proposal

**ATTACHMENT B – TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

All vendors are required to submit a Certificate of Insurance in *Tab IV, State Documents* of the technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in Paragraph 16 of the attached contract and Attachment E, Insurance Schedule.



Contract Form.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT E – INSURANCE SCHEDULE FOR RFP 2023



ATTACHMENT E (Ins
Sched) 2023.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="padding-left: 40px;">State of Nevada, Purchasing Division Subject: RFP 2023 Attention: Sharon Knigge Email: rfpdocs@admin.nv.gov Fax: 775-684-0188</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT, 04/25/12.
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire 2023.c

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT G – PROJECT DELIVERABLE SIGN-OFF FORM

Deliverables submitted to the State for review per the approved contract deliverable payment schedule must be accompanied by a deliverable sign-off form with the appropriate sections completed by the contractor.

Please refer to *Section 5.2, Deliverable Submission and Review Process*, for a discussion regarding the use of this form.



Sample Project
Deliverable Sign Off F

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT H – STATEMENT OF UNDERSTANDING

Upon approval of the contract and prior to the start of work, each of the staff assigned by the contractor and/or subcontractor to this project will be required to sign a non-disclosure Statement of Understanding.

All non-disclosure agreements shall be enforced and remain in force throughout the term of the contract and any contract extensions.



Statement of
Understanding.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT I – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



Proposed Staff
Resume.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT J – STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the Part III – Confidential Financial proposal submittal.



KTLVEN-05
Registration.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT K – PROJECT COSTS

The cost for each task/deliverable must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses. Detailed backup must be provided for all cost schedules completed.



Cost Schedule 2023 -
Final.xls

To open the document, double click on the icon.

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please contact Nevada State Purchasing at
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**ATTACHMENT L – COST PROPOSAL CERTIFICATION OF COMPLIANCE
TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES _____ I agree to comply with the terms and conditions specified in this RFP.

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be provided)

**This document must be submitted in Tab III of vendor's cost proposal.
This form MUST NOT be included in the technical proposal.**

ATTACHMENT M – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
Signature of Official Authorized to Sign Application Date

For: _____
Vendor Name

Project Title

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT N – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor will be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

ATTACHMENT O – BUSINESS AND TECHNICAL REQUIREMENTS MATRIX



Attachment O
(Requirements Matrix)

To open the document, double click on the icon.

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ATTACHMENT P – ESTIMATED CAPACITY REQUIREMENTS

Capacity requirements describe the workload that will be required of the Exchange. At a minimum, the Exchange must be built to accommodate these transactions at, or above, the specified volumes. The capacity requirements expressed in this section are initial estimates; it is expected that these numbers will be refined when the Exchange's detailed design is determined.

For the eligibility determination process, the Exchange must accommodate for:

- Approximately 200,000 – 520,000 individual and group customers in 2014, consisting of 40,000 to 380,000 individuals in the individual market
- Approximately 10 verification transactions for each individual to CMS
- Approximately 5 requests to NOMADS and receipt transactions per enrollee per year
- Approximately 10,000 referrals to NOMADS per year
- Approximately 20 printed notices per enrollee per year (combined daily and monthly files)

For the enrollment process, the Exchange must accommodate for:

- Approximately 1 enrollment per enrollee per year
- Approximately 1 plan selection per enrollee per year
- Approximately 0.5 change in circumstance transactions (i.e. change in income, disenrollment, household changes, etc.) per enrollee per year

For the plan management process, the Exchange must accommodate for:

- Approximately 20 insurers with 10 plans each
- Approximately 1 data file received from issuers per month for performance monitoring and quality measures
- Approximately 2 data files per plan per year for certification
- Approximately 5-10 notifications to issuers per year
- Marketing materials for each plan/issuer
- Monthly update of provider network by plan
- Approximately 1 upload of plan certification to CMS per plan per year
- Approximately 1 upload of quality and performance to CMS by plan

For the Small Business Health Options Program (SHOP) process, the Exchange must accommodate for:

- Approximately 10,000 – 30,000 employees of small businesses
- Approximately 200-600 employers with 50 employees per business
- Employer transactions, such as submission of applications, upload of employee rosters, and update of employee rosters
- Employee transactions, such as enrollments in a plan, plan selection, and change in circumstance transactions

It is important to note that some of the transactional activity for the Exchange will be cyclical and predictable. For example, after a few years of operations, forecasting the workload requirements to support the open enrollment period should become quite accurate.

ATTACHMENT Q – LIQUIDATED DAMAGES

<p>Up Time Guarantee</p> <p>The system should successfully respond to user requests 99.9% of the time.</p> <p>Monthly Down Time* equates to 43.2 minutes and Total Annual Down Time* equates to 8.76 hours.</p> <p>* Excludes regularly scheduled maintenance downtime</p>	<p>Go Live Date</p>	<p>Liquidated damages for non-compliance shall be assessed at the rate of whatever the difference is between the Performance Standard and the contractor's Up Time (e.g. Up Time of 99.9% less contractor's Up Time of 80% = 19.9% of the amount of the submitted invoice for the period in question).</p>
<p>Exchange Response Time</p> <p>The Exchange response time shall be as follows:</p> <p>No response time shall exceed fifteen (15) seconds (e.g., Logon) of simulated transactions by the Exchange with designated performance monitoring workstations within the contractor's development environment.</p>	<p>Go Live Date</p>	<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$500 for each transaction over the SLA.</p>
<p>Initial Incident Response</p> <p>Initial incident response measures the vendor's efforts to respond to incidents within the SLA based upon urgent, high, medium, and low priorities.</p> <p>These metrics will be reported each month with a cumulative report showing vendor's efforts over several months.</p> <p>Time to Initial Response Target:</p> <p>Low priority – 1 Business hour 85%</p> <p>Medium priority – 1 Business hour 85%</p> <p>High priority – 1 Clock hour 90%</p> <p>Critical priority – 30 Clock minutes 95%</p> <p>*Business hours = normal business hours (Monday – Friday, 8 – 5, except holidays).</p> <p>*Clock hours = clock time</p>		<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$500 for each transaction over the SLA.</p>
<p>Resolution Time</p> <p>Resolution time measure the vendor's efforts to resolve customer incidents within the SLA based upon urgent, high, medium, and low priorities.</p> <p>Total Time to Resolution Target:</p> <p>Low priority - 6 Business hours 90%</p> <p>Medium priority - 3 Business hours* 90%</p> <p>High priority - 4 Clock hours 90%</p>		<p>Liquidated damages for non-compliance with the Performance Standard shall be assessed at \$500 for each transaction over the SLA.</p>

<p>Critical priority - 3 Clock hours 90%</p> <p>*Business hours = normal business hours (ex. Monday – Friday)</p> <p>*Clock hours = clock time</p>		
<p>Operational Start Date</p> <p>The contractor must be operational no later than October 1, 2013 (open enrollment). The Exchange will determine when the contractor is operational based on the requirements listed in the Requirements Matrix.</p>	Go Live Date	The Exchange may assess up to \$10,000 per calendar day for each day beyond the operational start date that the contractor is not operational until the day that the contractor is operational, including all systems.
<p>Online Imaging</p> <p>Online images of all documents shall be made available for immediate viewing and retrieval within one (1) business day of documents being scanned and submitted to the imaging system.</p>	Go Live Date	Liquidated damages for non-compliance shall be assessed at the rate of 0.5% of the applicable monthly invoice for any month in which the contractor fails to achieve the service level set forth in the RFP.
<p>Disaster Recovery</p> <p>Provide rapid recovery (under 72-hours) of hosting functionality and all functionality of Exchange processing.</p>	Go Live Date	Liquidated damages for non-compliance shall be assessed at the rate of 100% of the applicable monthly invoice for any month in which the contractor fails to achieve the service level.
<p>Security Incidents</p> <p>All potential or actual major or minor security incidents identification times shall be documented within a Security Report.</p>	Go Live Date	Liquidated damages for non-compliance with the notification to the Exchange Project Director Performance Standard shall be assessed at \$5,000 per incident per day.
<p>Call Center</p> <p>The Call Center shall be available 24-hours-a-day, seven-days-a-week except for the Exchange approved time for system maintenance.</p>	Go Live Date	<p>Liquidated damages for non-compliance for time not meeting the Call Center KPI Service Level Expectation for call response time, blocked calls, abandon rate, and wait / hold time are defined as:</p> <ul style="list-style-type: none"> • 0 - 60 minutes - \$1,000 • 61 - 90 minutes - \$2,000 • 91 - 120 minutes -\$4,000 • Over 2 hours - \$6,000 per hour after 2 hours <p>Downtime in excess of four (4) per month, the contractor shall be assessed \$2,500 per incident regardless of the duration of downtime.</p>